

# **The Meyer Report**

## **March, 1970**



## INQUIRY INTO THE SITUATION AT LOYOLA COLLEGE

### WITH SPECIAL REFERENCE TO THE NON-RENEWAL OF CONTRACTS

## I. Background

The undersigned was appointed on January 14, 1970, by the Quebec Department of Education as a one man fact-finding body to inquire into the situation at Loyola College. The letter of appointment describes my mandate as being to examine the situation created by the decisions of the Administration of Loyola College not to re-hire a certain number of teachers, which decision was communicated to the said teachers by letter on or about December 15, 1969.

The Ministry expressed the wish, at the time, that a report be made by February 7, 1970. However, it was later agreed to extend this deadline due to subsequent developments more fully described below. My acceptance of the nomination was determined to a large extent by the prior agreement of the various parties involved, in particular by the Administration of the College, the Faculty Association, and the so-called "ad hoc Committee" representing the professors whose contracts had not been renewed.

Although the letter of appointment was not received by me until January 17, I was apprised of my nomination on January 15, and immediately arranged to begin the difficult task which had been entrusted to me. I met with the parties for the first time for several hours on January 15 and meetings continued regularly thereafter.

At first our discussions centred on the extent of the inquiry and the kind of recommendations which would be forthcoming, as well as the procedures to be adopted. It soon became clear that as a fact-finder I could only make non-binding recommendations. These recommendations could deal with the specific cases involved or, in a much more general way, with the general situation at the college which led up to the non-renewals and which resulted therefrom, in order to try and de-fuse a very tense, polarized situation, and create the conditions for a better atmosphere in the future.

While the need for recommendations of a general nature soon became evident, it was obvious that recommendations on the individual cases might be considerably less meaningful if they only led to a subsequent inquiry into the cases themselves by others whose recommendations might or might not coincide with mine. Moreover, it would have been an unnecessary duplication of effort to conduct more than one inquiry into the same facts.

I therefore soon became convinced that one of my principal tasks was to act as a mediator between the parties involved in an effort to obtain their agreement to some kind of binding arbitration of the particular disputes concerned.

This effort of mediation continued, without originally much apparent prospect of success, during the course of a large number of subsequent meetings which included Administration, Faculty and students as well as discussions with the Canadian Association of University Teachers.

A preliminary agreement was reached on January 19 by which Loyola College recognized that the lodging of appeals from the December letters of non-renewal would suspend the effect of these non-renewals until the appeals were decided. This was an important concession by the College which had been previously requested by the professors whose contracts had not been renewed. A second important element in the preliminary agreement was the understanding that, as requested by the appellants, the appeals in question would not be heard by the existing Committee on Appointments, Rank and Tenure but by a new body, whose nature and composition would form the subject of discussions between the parties and the undersigned. (At this point the inquiry became unofficially known as the 'Meyer Commission'). It was also agreed that it was essential that the appeals should be decided as soon as possible in order not to prejudice any of the parties involved. This agreement was concurred in by the Administration, the Executive of the Faculty Association, members of Loyola's Senate, and Brian Mulroney, acting as legal counsel for the 'ad hoc Loyola Professors' Committee, an unofficial group representing and supporting those whose contracts had not been renewed.

Our next meetings were devoted primarily to attempting to arrive at an agreement on the new body which would hear the appeals from the letters of non-renewal. At the same time I continued meeting with various groups on the campus in order to familiarize myself with the general situation. After lengthy discussions, and after considering and rejecting a number of alternatives, the details of an agreement were finally worked out between Messrs. T.P. Slattery, Q.C., representing Loyola College, and Brian Mulroney, representing the ad hoc Committee. These discussions finally produced a formal agreement which was duly signed on January 28, 1970. In order to facilitate arriving at an agreement with respect to adjudication of the individual cases, I was finally persuaded by the parties to accept the role of binding arbitrator, although I would have preferred that some other person or persons be designated to perform this function.

The agreement of January 28 referred to the fact that, of the 31 potential appeals from the letters of December, 1969, two of the persons concerned had renounced any right to appeal, 26 had filed appeals through their attorney, Mr. Brian Mulroney, and 3 had filed appeals directly with the secretary of Senate, making a total of 29 appeals. The parties unanimously asked me to hear and decide these appeals as sole adjudicator and to render reasoned decisions in writing in each case by February 25, 1970 or earlier if possible. I stated that I would do my best to comply with the suggested time limit.

The agreement of January 28 also provided as follows:

- a) Each case would be considered on its own merits.
- b) All relevant facts would be taken into consideration in light of the contracts, the provisions of the Loyola Faculty Manual, the published CAUT (Canadian Association of University Teachers) Policy Statement and Guidelines, and the published AUCC (Association of Universities and Colleges of Canada) Proposed Guideline in accordance with equity and good conscience.
- c) The adjudicator would have sole discretion as to the procedure, the manner in which the cases were to be heard, and the determination of what facts were pertinent.

- d) No observers from outside bodies, such as CAUT or AUCC would be invited to be present at the hearings.
- e) Loyola College and all persons appealing expressly waived any rights of appeal or any other recourses, and acknowledged that my decisions as to the disposition of the appeals from the letters of December 1969 would be final and binding.

The agreement also stated that this special procedure of settlement would apply to these cases only, and should not be taken to apply in any way to any previous case where procedures of appeal on campus had already been invoked and which had led to an appeal to CAUT (this was an indirect reference to the case of Professor Santhanam, of which more later).

The agreement of January 28 further recognized that the procedure adopted for these cases was exceptional and should not be construed as creating a precedent for the future.

The document of January 28 was signed immediately by the authorities of Loyola College, the representatives of the Loyola Faculty Association, the attorneys for the parties, and virtually all of the teachers whose contracts had not been renewed on January 28. The remaining professors signed subsequently, so that the terms of the agreement became binding on all concerned.

In view of the foregoing I had already been in touch with the Ministry by letter on January 20 and subsequently by telephone and it was agreed that I would try to produce my written report at around the beginning of March.

Once the agreement of January 28 had been signed, my most pressing responsibility became the hearing of the appeals from the letters of December 1969. The terms of the agreement of January 28 had been deliberately drafted by the parties so as to make my procedures as informal as possible and to permit the widest latitude in terms of confidentiality, etc. I accepted these conditions, which I believe were designed primarily to safeguard the rights of individuals, although as a lawyer I am well aware of the dangers of deviating from the ordinary adversary procedure in such cases. In general it is always preferable for the parties directly concerned to be fully aware at all times of what is going on and what facts are being presented. This is normally best done by having the party or his attorney at all hearings. However, since I had been expressly requested to proceed otherwise, I conducted no formal hearings in the adversary style, but met with any and all interested persons, sometimes together, at other times separately. Much of the information I received related to the more general part of my fact-finding mission. To the extent that it related to the individual cases of the professors concerned, I did my very best so that at all times the parties involved were kept aware of the situation and were in a position to make counter-representations whenever relevant facts came before me. Because of the informal nature of the proceedings, this often involved my indirectly communicating to them the gist of what had been presented by others, or my showing them documents or advising them as to their contents.

From January 29 on I received oral presentations and written briefs from various interested groups and individuals within the Loyola community. I have received much correspondence which I have attempted to answer. I have listened to the views of various members of the Loyola community, in an attempt to familiarize myself as much as possible with the general situation, as well as with the facts affecting the individual professors whose cases had become my responsibility. Throughout the hearings and meetings which I have held, two threads have been constantly running together: the individual cases of the teachers whose contracts were not renewed, and in which I was to render binding decisions; and the general picture at Loyola, in connection with which I was required to make non-binding recommendations of a more general character.

While the representations made to me and the information I have obtained have constantly involved both aspects of my inquiry, it seems logical to separate these two threads for the purpose of my report. I shall therefore devote the next portion of my report to a general appraisal of the Loyola situation and to a series of recommendations relating thereto. Inevitably, I shall be forced to deal tangentially, in this general section, with the non-renewals of contracts as they relate to the general Loyola picture, and my recommendations will be substantially concerned with preventing a recurrence of the kind of situation which had led to my inquiry. In the final part of my report I shall deal with the specific cases of the individuals concerned and render binding decisions, as I was required to do by the agreement of January 28, 1970.

## II. General Observations and Recommendations

### A. General Observations

Soon after my inquiry commenced, I began to realize how complex the Loyola problem truly was. It gradually became clear that the cases of non-renewal of contracts were but one aspect of a context in which rapid change and evolution had produced tension and unrest of greater than usual proportions. While the word 'crisis' might not be wholly appropriate to describe the Loyola situation, it would be probably true to say that the cases of non-renewal would not have arisen in the way they did, nor would they have provoked the kind of reaction they did, in the absence of underlying factors of greater significance. The cases were in some sense the symptoms of a broader and deeper malaise.

In order to understand why and how this situation came about it is necessary to understand something of the background of Loyola College. In the short space of a decade, and under the guidance of one man, Father Malone, Loyola College has evolved from a small, traditionalist, Jesuit college of the classical mold, with about 400 students, into a complex, university-type institution, with over 4,000 day students and a roughly similar number of evening students proceeding



towards degrees of various kinds. Both the teaching staff and the student body have evolved rapidly and changed, as much as they have expanded in size, from a homogeneous, English Catholic population to a heterogeneous, pluralistic community, ranging from Jesuits and traditional Catholics through the entire spectrum of political, religious and ideological commitment. During the same brief period entire new structures have had to be created to deal with this rapid growth and change: an academic Senate, various Faculties, and numerous administrative offices (such as Deans and Departmental Chairmen).

Throughout this revolutionary period the one constant has been the figure of the Rector, Father Malone, to whom these developments are in large part due. It is, to say the least, paradoxical that this man, whose vision and leadership led to and virtually imposed the rapid change and growth at Loyola, and who is largely responsible for the open, liberal, pluralistic community which Loyola has become, should now be the subject of criticism in some quarters for not having gone far enough.

On the other hand, it is clear that individuals who have occupied positions of leadership over a period of time will not easily change their style of decision-making as circumstances themselves change. Father Malone has been more adaptable than most, but there is no doubt that his personal style of leadership has been to some degree involved in the development of the present situation. Nonetheless, his skills and personal qualities have stood him in good stead up to the present time, and he certainly possesses the intelligence and skill required to master the changed circumstances at Loyola, given sufficient support from his colleagues.

It should be noted that up to the middle of 1969 Father Malone was much more than the President of a college in the sense in which that word is usually meant. Under the rules of the Jesuit community, and as Rector, he was *sole* authority over Loyola College and his fellow Trustees were merely 'consultors' who acted only in an advisory capacity to him, so that their presence on the Board of Trustees really did not have the same significance that it would have in another, different kind of institution. There was in reality no true Board of Trustees, analagous to the Boards of Governors in other universities, until mid 1969, when the rules of the Jesuit community at Loyola were modified with the authority of the Jesuit Province in Toronto and of the Superior-General in Rome. This led, for the first time, to the creation of a true Board of Trustees, a deliberative assembly, by whom the President, Father Malone, is now appointed for a limited term, as is the norm for most university presidents (it is merely coincidental that at the same time that the Trustees became a true deliberative body their number was augmented to 15). The Trustees have recently announced their intention of modifying their composition to include laymen of both sexes, so that they will become in all respects similar to the Governors of other institutions of higher learning.

The rapid change at Loyola was accompanied, as is usually the case, by a certain amount of social dislocation and unrest. Decision-making had to be divided between different levels of authority, the question of rights and prerogatives of faculty, department chairmen, Deans, etc., became important, and much ferment took place. Under Father Malone, a great deal of authority was delegated to the faculties and departments. A Faculty Manual was promulgated, outlining the authority of the Senate and providing guidelines for all manner of decisions. A Committee on Appointments, Rank and Tenure was established, possessing two main functions, that of reviewing departmental decisions before these were ratified by the President, and that of hearing appeals from such decisions after ratification, in the case of such matters as non-renewals, etc. Large numbers of non-Catholic teachers and students became part of the Loyola community, bringing with them radically different attitudes towards the Roman Catholic religion, towards the Jesuits, and towards the nature and purpose of Loyola College. Academic freedom seems to have reached an all time high on the Loyola campus, and the most widely divergent views have been expressed by members of the Loyola community over the past several years, both on campus and in the media.

Many Americans gravitated to the campus bringing with them their own particular cultural attitudes. So too did teachers whose previous experience had been in non-Catholic, secular institutions, and whose expectations were based on past experience. Others came to Loyola from Catholic institutions elsewhere, whose evolution had not progressed as rapidly as Loyola's, and these brought with them an accumulated resentment against clerical authority and feelings of suspicion which became transferred to the Loyola Trustees, Jesuits, and administration.

In this situation, is it any wonder that a process of polarization took place? If we remember that this polarization and divisiveness is something which runs through the entire college fabric, we would naturally expect to find evidence of it both at the higher academic levels, e.g., in Senate, and in the various academic departments themselves. Some departments have become houses divided against themselves, in which every decision takes on political overtones. Where forces are evenly balanced, the result is paralysis; where one group has a decisive majority, this has led to infringements of the rights of the minority, which in some cases can reach serious proportions.

The divisive quality on the Loyola campus is complicated by the divisions between the various faculties. The Faculty of Arts is to a much greater extent the seat of ferment, unrest and dissatisfaction. The other faculties, Science, Commerce and Engineering, tend to be less active politically and more conservative in outlook. This division is further accentuated by the polarization of the campus over the Despland-Savage plan for affiliation with Sir George Williams University, the 3 smaller faculties being fearful of absorption and disappearance, while the Faculty of Arts is more confident of its continuing existence in the future.

The end result of the process of polarization has been the progressive division of the faculty (and also the students) into two blocs: and activist group, generally anti-Administration in character, characterized by a desire for reform and change, and a progressive democratization of structures; and, in reaction to this quasi-political activity, a conservative bloc, seeking to control and limit change and to consolidate those changes which have already taken place. These two blocs may be roughly labelled 'right' and 'left', although political tags do not really seem appropriate because various shades of political opinion can be found within each bloc. But, to a large extent, it is true that so-called conservative or 'reactionary' elements may generally be found only in the pro-Administration or 'right' bloc while so-called 'liberal' or 'radical' elements are found in the anti-Administration or 'left' bloc (although some liberal elements have been pushed from the centre into the 'right' bloc as well).

Is it possible to speak of uniform goals or monolithic positions in either of

these blocs? On the basis of my observations, I would doubt this. Many truly moderate elements are found on both sides of the political fence at Loyola. There are hard cores, of course, on both sides, but substantially the division has taken place as the result of social unrest and social change, and is not, in my opinion, an irreversible process. What must be done is to recoup the substantial numbers of men of good will in both camps to a position in the moderate centre where they can sit down and reason together as is only fit and proper in a university community. I think that the moderates on both sides want desperately to do this, but they wait for gestures of good will from the other side. Meanwhile, their fears and suspicions of those in the other camp are constantly reinforced within their own group. On the one hand are those who wrongly see all the 'reformist' elements as radical conspirators whose one goal is the total restructuring of Loyola from top to bottom, without regard for the past, out of motives of personal power, or ideological conviction, or the desire to force the amalgamation of Loyola with Sir George Williams University no matter what the cost. On the other side are those who see the Administration, the pro-Administration elements on campus, and the Jesuits, as a reactionary, Byzantine, group, whose goal is the monolithic, authoritarian domination of the campus, the purge of all liberal and radical elements, and an end to dissent and pluralism.

These two perceptions are not universally shared, of course, but in some form or other they have taken hold of too many otherwise sensible human beings at Loyola, and unless a degree of objectivity in human relations on the Loyola campus can be re-established, then something vital and important will have been lost, and a great deal of what is of tremendous value at Loyola may be destroyed and never recovered.

The truth of the matter is, in my view, that the perceptions on both sides are based to a large extent on misunderstandings, simplistic reasoning, and a too great readiness to misinterpret errors in judgment, as well as a strong tendency to demand perfection and to make no excuse for mistakes.

There have been serious errors made on both sides. The Senate has been to a great extent paralysed since the unfortunate case of Professor Santhanam had a decisive effect on the process of polarization. Without going into the merits of the Santhanam case, which is not within my mandate, the non-renewal of Professor Santhanam's contract on the recommendation of his department was affirmed by the Committee on Appointments, Rank and Tenure when appealed to that body. Subsequently, in the Senate, the President, Father Malone, allowed the matter to be raised, and the Senate voted that the case be sent to binding arbitration, in June, 1969. This decision of the Senate was immediately reversed by the Trustees, or rather by Father Malone, inasmuch as the Trustees had not yet been reconstituted, and had therefore only acted as advisory consultors to him.

At the time, this decision to reverse the Senate seemed to some moderates a sensible one: the question of departmental autonomy was at stake, as was the status of the Committee on Appointments, Rank and Tenure as the final appeals body. However, in retrospect it is clear that the decision to reverse the Senate was most unfortunate. It was argued at the time that the Senate was only a 'rump' Senate and that many of its members were absent in June, 1969, and that had the full Senate been present, it would not have called for binding arbitration. However, this begs the question of Senate's supreme authority in academic matters, which ought to have been unquestioned. If Senate's decision was a bad one, which ought not to have been made, it was not for the Trustees (i.e., Father Malone) to reverse it. Senate itself would probably have had second thoughts, as was evident by its own reversal in the fall of 1969 on the same issue. However, the challenging of Senate's supremacy in June opened the flood gates to a wave of paranoia respecting the Trustees, which has not yet abated, and Senate's reversal of its own decision in the fall increased the tendency on campus to see Senate, not as a legitimate structure, but merely as a political means to be used for achieving political ends.

The developments over the past year had led, rightly or wrongly, to a perception of the previous Committee on Appointments, Rank and Tenure as a body packed by pro-Administration forces, and therefore lacking credibility to the so-called 'left'. These events have also led to the same kind of feelings about Senate itself, in which the representation is roughly 11 Administration, 14 Faculty and 3 Students. The credibility of the Trustees has been affected by their *apparent* intervention in the Santhanam case, although as I have already mentioned, there was no real intervention by the Trustees in that matter, since the Trustees had no powers whatsoever at that point.

It is clear that what must be done now is to start to rebuild the moderate centre at Loyola which has been so sadly decimated in the last year or so. This can only be done through what may be called, in traditional language, the *Rule of Law*. Structures must be accepted as such, in advance of and without reference to the kinds of decisions they are expected to make. Senate must not be paralysed by one group or another because they are afraid of losing a vote. Powers must be clearly divided between structures, and the division of powers must be scrupulously respected by all concerned, from the lowest to the highest levels. This has not been the case in the past at levels ranging from departments through Faculty Councils, through Senate, to high officers of the Administration. The division of powers must also be scrupulously respected in advance, without reference to the kinds of decisions which are expected to be made. The rules of the game must be clearly defined in advance, and again must be scrupulously adhered to. The procedures must be open and known to all. Sensitive and dedicated men must be found to play key roles in the structures, men whose primary task will be to scrupulously respect the principle of the separation of powers between various bodies, and the procedural rules in force. Great self control must be exercised at all levels, in order to make the structures and procedures work. Freedom of expression has flourished at Loyola up to the present time, perhaps to a greater extent than was necessary or desirable in the interests of the health of the community. The irresponsible use of the media and the failure to abide by rules of civilized conduct among academics and intellectuals can only have pernicious effects for the entire academic body and the goals and purposes of the College.

It is essential to replace confrontation politics by a spirit of cooperation, rigid self discipline, and by the use of accepted techniques of argument, of rational, passionless debate. Reason and not emotion must be the tool in arriving at decisions. The philosophy that 'the end justifies the means' has achieved too wide an acceptance among certain elements on the Loyola campus and has contributed greatly to making the rule of law more difficult to achieve. Arbitrary or capricious behavior at all levels can only foment discord and heighten suspicion and acrimony.



Of course much of what I have said may be of little use in the present context. If this report smacks of rhetoric, I apologize, but it is not intended to be so. What I have in mind is to try and develop the realisation by all responsible elements at Loyola that there is something very valuable and very precious being lost as a result of the naked power struggle up to now being played out without rules, or at least according to very different rules from those traditionally accepted in civilized circles. When I speak of clearly defined rules and procedures, I have in mind the development of channels of communication formalized to the point where breakdowns of the kind that have taken place heretofore will no longer be so easy to achieve. I also have in mind the manner in which departments, faculties, and the Senate function, so that in all bodies each individual member has equal rights and opportunities, and presiding officers do the best they can to see that everyone's rights are respected as much as possible. The responsibility of chairmen is to see that the business is expedited in accordance with pre-established rules and not to impose their will on the body over which they preside. The test by which the success of any body may be measured is the extent to which minority and individual rights in that body are respected, and not the extent to which the majority is able to use that body to override the wishes of the minority or individuals.

In considering how the cases of non-renewal of contracts came to become an issue on the campus, it is important to recognize certain facts about Loyola's recent past. The projections of student enrolment and of permissible faculty size came very late in the day, due to budgetary structures from Quebec City. It is a well-known fact that Loyola depends almost entirely on governmental support for its continued existence at the present time. Yet all too few recognize the immense pressures on the Administration which result from this fact. This uncertainty and financial insecurity has had very strong effects on the polarization of the situation on the campus, for the great anxiety on both sides and the insecurity of all members of the community has made them more fearful, more angry and more suspicious of those holding different views from their own. In addition, the Administration has been faced with the very real responsibility of conforming to norms imposed by the Government in Quebec City and of trying to develop rational means for coping with pressing academic and financial problems whose resolution sometimes seems to require contradictory measures.

The pressures coming from Quebec City and the projections of student enrolment led to the need to take some very anguished decisions in the late autumn of 1969 without the opportunity for extensive prior discussion or consultation on campus. In the future, of course, it is essential that such decisions be taken openly and after lengthy discussion in appropriate campus bodies, such as the Senate. However, this past autumn no such possibility existed. Furthermore, the Academic Vice-President was replaced, just before these agonizing decisions had to be taken, by a new Acting Academic Vice-President who found them thrust on him as soon as he came to the job. Father John O'Brien came to the post of Acting Academic Vice-President from his successful chairmanship in the Department of Communication Arts where he had established an enviable reputation for himself as a progressive and dynamic leader, who had built his department from virtually nothing into one of the most interesting parts of the Loyola Community, and who had established tremendous bonds of loyalty and affection between himself and his students and colleagues in the department. However, Father O'Brien has a personal style of active decision-making which, while it worked brilliantly among those who knew, loved and respected him, was perhaps not as likely of success when it came to making quick decisions for the total Loyola community or advising Father Malone in respect of such decisions, at a time when many members of the Loyola community were viewing all Jesuits with suspicion, and Father O'Brien as an emissary of the reconstituted Board of Trustees allegedly trying to re-establish its hegemony on the campus. Moreover, Father O'Brien's personality and style were radically different and much more active and decisive than those of his predecessor, Father O'Keefe, and the net effect was that of an Acting Academic Vice-President making a great many more decisions more rapidly and with much greater impact on various parts of the Loyola community than his predecessor had ever made in the past.

Injected into the very tense, complicated, semi-paranoid atmosphere of the campus in the late autumn of 1969, Father O'Brien was more or less doomed by fate to play a symbolic role as the incarnation of arbitrary authoritarianism by the 'left'. It must be remembered that the tense situation on campus had deteriorated badly, with a student strike and serious bomb explosion in the Department of Communication Arts which is said to have caused approximately \$100,000 worth of damage, and which could easily have taken several lives. Both the right and the left on campus had become much more militant and active, circulating literature, making literary contributions of an insulting kind in the Loyola Press, all of which had the effect, intended or not, of further inflaming feelings and passions.

In this atmosphere, the Administration was obliged to analyse very quickly its projected figures on student enrolment and deal with individual departments with a view to staff cutbacks in certain areas. One of the chief departments to be affected and one of the largest on campus (English) had already been polarized very sharply to the left, with the exception of a very small minority of its members. In the light of student projections, this department seemed headed for a sharp reduction of staff teaching in the university level programme.

At the same time, the CEGEP level programme in the same department was being given by a staff composed of approximately 20 persons, about half of whom only had B.A.'s. It seemed to Fathers O'Brien and Malone that the time had come to upgrade academic standards in this area. In the light of the paralysis of Senate, nothing apparently could be done at that level. Discussions were begun between the Chairman of the department concerned, the acting Dean of Arts, and the acting Academic Vice-President. At a crucial point in the discussions, the Dean of Arts became ill with pneumonia and was put out of action, so that the chairman of the department and Father O'Brien had to deal directly with each other to resolve these extremely serious problems.

Since the polarization process was almost epitomized in the relationship between the English Department on the one hand and the Administration on the other, it is not surprising that communications between these two gentlemen totally broke down. I would not wish to attribute blame, but it is clear that their perceptions of each other were such that Father O'Brien, on the one hand, sincerely believed that Professor Hooper refused unequivocally to communicate

with him, whereas Professor Hooper had just as clear and sincere an impression that Father O'Brien was not the least bit interested in communicating with him. Hence the English Department apparently had only a vague feeling that a number of people were not going to have their contracts renewed, that the number was large, and that it involved a substantial number of people both on the CEGEP and university level. The English Department's immediate assumption was that a purge was taking place, in reaction to such matters as the strike over the Santhanam affair, in which a number of English instructors had participated, the insulting correspondence which had appeared in the Loyola press, in which English instructors had denigrated Father Malone and Father O'Brien in extremely uncomplimentary and impolite language, etc.

The result was a total failure to recognize the need to reach some decision on these matters, and in fact the opposite took place: emotionally charged resolutions and press-releases from the English Department and from the Arts Council (the supreme body of the Faculty of Arts, dominated by the 'left'), strongly influenced by the kind of mythology which was building up about the Administration. This feeling of distrust and hostility later increased with the knowledge that, in the case of other departments, e.g., Philosophy, cutbacks were being made in the light of student enrolment projections, and that some of those being let go were identified with the liberal or radical element. This was subsequently seen as further evidence that a purge was taking place, especially as the Philosophy Department was sharply split over the whole range of issues dividing the campus, and had very strong views, either pro or anti-Administration.

Under the circumstances, and faced with the December 15 deadline required by the Faculty Manual for giving notice that contracts expiring in the Spring of 1970 would not be renewed, Father O'Brien acted swiftly, decisively, and in the opinion of many on campus, impetuously and even arbitrarily. His recommendations to Father Malone were accepted by the President and letters went out to all concerned. The net impact of the non-renewals hit the campus, and especially the activist, anti-Administration 'left', like a blow to the solar plexus. The non-renewal of the contracts of more than half of the 20 instructors in the English Department, many of them young people identified with the radical group, together with those of 4 university level English professors strongly identified with the anti-Administration Arts Council, as well as 4 members of the Philosophy Department falling roughly into the same category, was immediately accepted at face value as conclusive evidence that a purge was taking place. (For the moment I will not deal with the other departments where the impact of the non-renewals was substantially less). However, I must emphasize and re-emphasize that in all the hearings I have held *there has been no evidence which I can accept to the effect that any kind of purge was being made or attempted.*

The non-renewals in the Philosophy Department will be dealt with in the next part of my report, but for the moment I wish merely to state that the need for cutbacks was accepted by the departmental chairman and that the choice of those to be cut back was made by him after some consultation with his colleagues. The same remarks could be made with respect to the non-renewals in virtually all departments other than the English Department.

The one thing that distinguishes the English Department non-renewals as compared with any of the others is this: due to the total breakdown of communications between that department and the administrative authorities, there were *no recommendations from the English Department* which could have been used to implement any proposed reduction in personnel or any proposed upgrading of standards. The English Department reacted to any suggestions coming from Father O'Brien with total resistance, at least in his view, and they certainly multiplied gestures of defiance and non-confidence in the Administration. The Criteria for cutbacks were never discussed, leaving the Administration to supply its own. The Arts Council gave its backing to a greater or lesser extent to the English Department and called for the renewal of all contracts, and even for the granting of 3 year contracts to all those who had been in the employ of the college for 2 years. Nasty anti-administration statements and press releases were followed by nasty replies. Professor Hooper resigned as chairman of the English Department in protest. These were all highly emotional activities which indicate the degree to which nerves were frayed and tempers on edge. I see no need to discuss further the many other symptoms of the high degree of hostility and antagonism which has existed, e.g., the resolution of the English Department not to send in its midterm exam results, etc. Although in the context of the Loyola situation at the time, these actions may be understandable, they sometimes verge on serious breaches of professional ethics, if not breach of contract. In any event, the decision with regard to non-renewal of contracts in the English Department was in fact taken unilaterally by the Administration, and was not based on the result of its consultation with the department, since such consultation proved impossible.

When I discuss later how the appeals of those whose contracts were not renewed should be dealt with, I will have occasion to point out to what extent I believe the desire of the Administration to upgrade academic standards, by requiring at least an M.A. for all teaching personnel, is desirable. For the moment I need only say that I do not question the motives of the Administration in this regard, and I think it extremely unfortunate that the total breakdown in communications, and the impossibility of dialogue between the English Department and the Administration, resulted in the non-renewals coming out of the blue, and appearing as symptoms of an arbitrary, authoritarian purge from on high, which was not in fact the case.

The letters of non-renewal led to the formation of a group which first called itself the Association of Loyola Professors and later the ad hoc Committee, grouping about one third of the teaching staff at Loyola and representing the active 'left'. This group went so far as to (in my view irresponsibly) demanding that the Quebec Government put Loyola into trusteeship. This pressure, and the sit-in organized by the liberal-radical students and faculty, culminated in the setting up of the present inquiry, with the agreement of all concerned, after the police had been called to evict those who were sitting in.

How can a recurrence of these events be prevented? I have already indicated at some length above what I feel the goals of the Loyola community ought to be. Not the least of these goals should be a concerted effort by all persons to listen to the arguments made by those with whom they disagree, and if those arguments have merit, to discuss them rationally. Where counter arguments exist, these should also be developed rationally and calmly in the context of an intellectual community of scholars, and not of groups seeking power and a place in the sun for themselves at the expense of others.

Above and beyond all the immediate problems and their possible solutions,



in terms of changes in attitudes, behaviour, structures, procedures, and sensitive, empathetic personnel, lies the major problem which is the cause of so much anxiety at Loyola and which has been perhaps the major catalyst in the present crisis. What is Loyola's future to be? Where will its financial support come from? In the past Loyola catered primarily to the English Catholic community of Montreal, but this is no longer the case. *De fact*, whether one likes it or not, Loyola has become a pluralistic institution, far different from what it was ten years ago. If Loyola has a future it is only in terms of the continued existence of diverse elements within the Loyola community.

At the core of this diversity surely lies the great Jesuit tradition with its historical strengths in fields like Thomistic Philosophy, Classics, and Theology. There is so much of value in this venerable Catholic tradition of education that merits support that it should not have been necessary even to discuss the question. In some sense, Loyola has a continuing mission which sets it apart from other institutions of higher learning in the Montreal area. But this mission can only continue in the future in the context of a Loyola much more like McGill University or Sir George Williams University than was the Loyola of the past, in terms of participatory democratic structures.

Loyola has these structures today, to a great extent. They must be made to work, and for this, time is required, as they are relatively new. Many changes and improvements can obviously be made, but these should be made within the *Rule of Law*, through orderly procedures, and in terms of the existing structures as a point of departure. There are those who would seek to go too far, too fast, too soon. There are those who perhaps look with nostalgia to the past and would prefer to turn the clock back to an earlier and less chaotic time. But this cannot be so. Universities throughout Canada and North America are at the focal point of social change, in the grip of confrontation politics, student unrest, violence and dissent. This is unfortunate, but it is a reality which must be faced, and Loyola is only showing its own particular variation of the classical symptoms of the same disease, aggravated by its rapid growth, which makes it virtually a new institution, like Simon Fraser University, in which the problems of unrest and dissent are magnified a hundred fold.

If, as may be the case, Loyola must become affiliated with some other institution of higher learning, whether this be SGWU, McGill University or the University of Quebec, this is a decision which will ultimately have to come from within the Loyola community itself. If Loyola wishes to preserve its independant existence as an institution of higher learning, the possibility of this alternative as compared to others can again only be explored within Loyola and by Loyola. If those supporting different solutions to the future of Loyola insist on using Loyola as a battleground in order to prevail over their opponents, then the vital decisions as to Loyola's future will be made not in Loyola but elsewhere. But if men of good will can work within structures on which they can agree, and by procedures that they themselves adopt, in order to discuss the various alternatives that they propose, then consensus is possible, and Loyola, in whatever form it may continue, will grow continue to perform a vital function in our society.

## B. Recommendations

In the light of the foregoing, there are a number of specific recommendations which I feel may be of some utility in trying to define the directions in which the Loyola community ought now to be seeking to move. These conclusions are the results of the many weeks of hearings, study and reflexion.

### 1. Division of Powers and related matters, with special reference to non-renewals

It would obviously be extremely difficult, if not impossible, to clearly delineate the various areas which lie within the competence of different bodies and structures within the College. However, there ought to be fairly clear constitutional conventions with regard to the decentralization of academic decisions.

To take but one example, the non-renewal of a professorial contract ought normally to be decided at the level of the Department. Non-renewal of a contract with a definite term does not normally infringe the rights of the individual whose contract is not renewed, unless he has been on strength for so long that he has acquired a kind of *de facto* tenure. Thus, the non-renewal of an initial one-year contract, a second one-year contract, or possibly even, in certain circumstances, a subsequent three-year contract, would normally be within the competence of the College to decide administratively.

However, the grounds for non-renewal ought to be reasonable ones from every point of view, even though no cause, in the sense of cause for dismissal, need be urged. It would be sufficient for a determination to be made that, under the circumstances, the individual's contribution to the Department concerned is not what was anticipated, or that it is not in the interests of the Department to keep him any longer. But once extraneous reasons are introduced, of a disciplinary or political nature, the individual might object, and if he were not given an adequate explanation, he might claim certain rights going beyond those normally possessed in the case of non-renewal.

Insofar as the guidelines of CAUT are concerned, or the provisions of the Loyola Faculty Manual, these really do not deal with this subject explicitly, but inly that the individual has certain rights when he is on 'probationary' status. According to the CAUT Guidelines, probationary status ought to last at least 2 years, in the interests of the institution, and not more than 5 years, in the interest of the individual. According to the Loyola Faculty Manual, probationary status normally consists of an initial one-year contract, a second one-year contract, and then a three-year contract. With each successive renewal, the individual approaches closer to tenure and his *de facto* rights seem to increase, so that ultimately he is not only entitled to an explanation, but his non-renewal may even have to be justified by cause for dismissal during the term of a contract. In strictly legal terms, however, it is clear that the institution can refuse to renew any contract when it comes up for renewal even when the individual has been an employee for several years.

In the case of non-renewals which are dictated, not by an estimation of the individual's performance, his utility to the department, and his positive and negative contributions, but rather by necessity, obviously other criteria come into

play. For example, if a department must be cut back in size, the it is clear that where one of two individuals must go, and both individuals' contracts are up for renewal, an estimate must be made of their *relative* value to the department concerned. Such an estimate would take into account such matters as their seniority, their degree or academic status, and the usual items relating to performance and utility, but in relative terms. Thus, both might normally expect to have their contracts renewed, and both might even normally expect three year contracts under the terms of the Faculty Manual if they have already been in the institution for 2 years. However, given the kind of extraordinary circumstances which now exist at Loyola, in terms of budget strictures and student enrolment, a department might have to make a judgement which would lead to its reluctantly recommending that a contract not be renewed which *would* have been renewed in happier times.

I am convinced that the CAUT Guidelines were never intended to apply to the kind of situation which now exists at Loyola, and specifically to non-renewals based on the necessity of reducing the size of the staff in a given department. I think that a rigorous (and, in my view, erroneous) interpretation of these guidelines, to the effect that a man who has been in the institution for 2 successive years, on one-year contracts, ought to be let go because he is up for a three-year contract, while someone else who is in the middle of his first year of service would be kept on, is simply not a proper application of the recommended guidelines. On the contrary, in such a case, I would think that seniority might give the man with 2 years of service behind him an advantage over the man with only 1 year of service however, in such a case of renewal, it would be perfectly clear that the renewal, for a further period of one year, would not necessarily give the employee in question more rights with respect to tenure than he possessed at the end of the previous year prior to the renewal. This process, in special circumstances, could even be repeated for a fourth one-year contract.

In these cases, the division of powers between Administration and Departments seems clear. The Administration must make the final decisions with regard to cutbacks based on budget, etc. However, the Administration should normally delegate to the departments concerned, in some reasonable way, the authority to make decisions with regard to adopting criteria and then applying those criteria in order to determine whose contracts will not be renewed. If there are 5 people in a department whose contracts are up for renewal, and the College must decide which two of the five will be let go, then usually department concerned ought to make that decision in the light of all relevant factors previously determined. The academic Senate of the college might also choose to intervene generally and lay down broad criteria for the entire institution. This would create uniformity between various departments so that criteria would not vary widely. If the Senate did not act, presumably each department would have to use its own judgement. If such judgement were exercised in what was obviously a very unsatisfactory and unfair manner, then the central administrative authorities, e.g., the President, might intervene under certain circumstances, but such intervention should take place only extremely rarely and as a very last resort. Similarly departments ought not to question the budgetary projections finally determined and the student/faculty ratios arrived at by the Administration, except where there is clear and manifest error on the part of the Administration.

These mutual arrangements could be worked out through co-operative discussions by all concerned. The net result would be to develop smoothly operating machinery, capable of dealing with extraordinary and unusual circumstances, such as those which have recently led to decisions being made great pressure, and under circumstances likely to arouse suspicion and distrust.

Generally, academic decisions of broad impact ought to be taken in the academic Senate. Decisions of narrower implication could be made at the level of each Faculty Council, and academic decisions for each department could be taken in the departments concerned. Only where a vacuum exists, and in unusual circumstances, should the administrative authorities reluctantly step into the breach.

In non-academic matters, however, the Administration should be able to exercise all of its rights and need not refer such matters to the Senate or other academic bodies in the College.

As to the Trustees, they ought not to interfere either with ordinary administrative decisions, or with ordinary academic decisions, taken in Senate or at lower levels, except in the most unusual circumstances. Their reserve power in these areas should be akin to that of the sovereign in a constitutional democracy: something which is there but which is almost never exercised. However, there are certain matters in which the Trustees' power should remain paramount, in fact as well as in law, including important decisions relating to the financial integrity of the institution, the management of its property, etc.

Decisions should normally be taken with regard to hiring, renewal or non-renewal of contracts, etc., at the department level. These are, however, only recommendations, which go up the ladder to the President, although there is every chance that they will usually be respected, as they ought to be most of the time. However, the department should also have procedures at its own level which make it clear that such recommendations are the result of some constant and satisfactory procedural process. Consultation by each department chairman is obviously necessary. Such consultation should not be that merely of a few favoured colleagues, but on some systematic basis.

In many instances, the consultation of all members of the department having tenure, or all members holding the rank of full professor, or possibly all members having the rank of full or associate professor, might be sufficient. Such consultation could be by convoking these persons as a committee deliberating and discussing together, or on an individual basis by the chairman, who would speak to each of the persons concerned privately. However, there is a growing tendency to feel that it is preferable to have a formal committee structure, and that a committee dealing with hiring, recruitment, etc., should normally be composed of both tenured and non-tenured members, including lower ranks, in accordance with the CAUT Guidelines. Such a committee could have decision-making power, or advisory power to the chairman or Faculty. The final recommendations would go through the chairman, who would act as the department's spokesman in making further recommendations up the ladder. Any such committee should, of course, be elected, unless it is chosen on the basis of the criteria of tenure or rank as previously mentioned. (I have not dealt in my recommendations with the general



problem of student participation in decision-making, as I believe this is outside the scope of my mandate, but this is a problem which ought to be dealt with at an early date).

As long as such procedures are used, the faculty member concerned cannot really claim, in most instances, that his rights are in any way affected, particularly if there is some machinery for reviewing or appealing such decisions. If there has been inadequate consultation by the departmental chairman, or if there are truly no reasons for non-renewal, then the individual might have cause for complaint. However, he does not really have the right to ask that someone else's judgment be substituted for that of his department, unless he proves bias, improper motives, or some attempt at disciplinary action. In the latter case, non-renewal might resemble dismissal for cause, and therefore entitles the individual concerned to some kind of impartial hearing. However, mere error in the decision is not a cause for complaint. No one else should normally substitute themselves in making a judgment as to the utility and contribution of the person concerned. But, it would certainly be in order for the institution to have some kind of review machinery, prior to the ratification of certain kinds of departmental decisions by the higher administrative authorities, as well as appellate machinery for revising some types of decisions after the administrative authorities have acted on the department's advice.

It is obvious that non-renewal cannot normally be assimilated either to dismissal for cause during the term of a contract or to dismissal for cause of a tenured professor. In the latter two cases an impartial hearing by some acceptable body is clearly required. In the case of non-renewal, the problem is really one of proper administrative procedures, unless the reasons for non-renewal are disciplinary. (This begs the question of the grey area in which non-renewals shade into dismissals for cause, or where the individual concerned has had several consecutive renewals and his seniority is tantamount to 'moral' tenure).

Thus, the person who receives a notice of non-renewal may have less ground for complaint than his departmental colleagues, or the academic community more generally, in the event that the consultation procedures have been improper or inadequate, or in the event that the criteria have been unilaterally and arbitrarily imposed from top to bottom, and that the decisions have been taken at the highest level making use of the normal machinery and the conventional delegation of authority in such cases. The primary concern in the making of such decisions must be the use of acceptable and established procedures, laid down and well known in advance, and the respect for the various spheres for decision-making and the kind of division of authority which is desirable in an institution of higher learning, between the highest administrative authorities, the academic community generally, and the individual departments. We shall have occasion to deal with this subject again in more detail in the next part of this report when we come to discuss the individual cases of the teachers whose contracts were not renewed and who received notices to that effect in December, 1969.

## 2. Structures concerned with Appointments, Rank and Tenure

One of the issues involved indirectly in the appeals which I have been called upon to adjudicate was the unacceptability, to a large segment of the Loyola community, of the previously existing Committee on Appointments, Rank and Tenure. This committee was perceived, perhaps wrongly, by some as being packed by administrative... personnel and not being a truly impartial body which could REVIEW.... or deal with appeals from decisions relating to non-renewals. It is unfortunate that this development took place, for the perception may not have been justified, and the Committee on Appointments Rank and Tenure did fulfill its functions in satisfactory fashion for some years. However, Senate itself agreed to re-constitute this body, and by a motion adopted at a Senate Meeting on October 8, 1969, the reviewing function of the existing Committee on Appointments, Rank and Tenure was taken away from it, so that it remained only an appeals body.

This decision seems a strange one, in the light of the kind of objections which had been made to the composition of the CART. If anything, its reviewing function could have been justified for a further period, since higher administrative personnel, such as Deans, etc., would clearly have some right to participate in this review procedure. It is the appellate function of the CART which was really being questioned to a much greater extent, and this was left intact! Moreover, the fact that the CART could no longer review decisions and departmental recommendations, before they were implemented, further complicated the situation relating to the non-renewals which are the basis of this inquiry. Had the CART kept its reviewing function, many of the cases now before this inquiry would have been settled in a much more satisfactory fashion. The absence of any reviewing machinery made it much more likely that errors would be made and that decisions taken by the Administration would be perceived as unfair or arbitrary. For this situation, Senate must therefore share a great deal of the blame, since the Administration was put in an impossible position.

In order to avoid a repetition of the present situation it is obviously essential that proper review and appellate machinery be immediately set up in order to avoid *ad hoc* bodies being summoned for future cases. This machinery must be agreed on in advance by the community before any cases arise, so that all cases will be dealt with in accordance with pre-established rules. The review machinery should be set up immediately in order to deal with the similar cases which are bound to arise during the coming year, in view of enrolment projections, etc. There are bound to be further cutbacks required in accordance with these projections and budgetary requirements, and there are also bound to be further efforts to upgrade academic standards of teaching personnel. A new body to review these decisions before they are put into effect is absolutely essential.

Proposed guidelines and structures relating to appointments, rank and tenure have been brought forward by an *ad hoc* Committee of Senate established in accordance with a resolution adopted on October 8, 1969 by Senate. These recommendations include the establishment of a review board to examine all recommendations in consultation with the appropriate Dean and chairman before they are submitted to the President for approval. The report suggests that this review board should consist of the Academic Vice-President, *ex-officio*, and one senior faculty member, not being a Dean or Chairman of a department, elected by and from each of the four faculties. This recommendation seems eminently sensible and should provide adequate machinery for the future.

The same report suggests that an appeals board from decisions regarding such matters as non-renewals should consist of 7 members, two elected from the Faculty of Arts, one from each of the other 3 faculties, and 2 appointed by the President. The report suggests that at least 5 of the 7 members of the appeals board should be associate or full professors. There could be a maximum of 2 assistant professors providing they have completed 2 full years of teaching at the College. The report further recommends that the personnel of the appeals board should be entirely different from that of the review board and should exclude chairmen and members of the Administration. Again, this proposal deserves immediate implementation.

I shall not deal further with the report of the *ad hoc* Committee except to say that it goes on to discuss the setting up of a Joint Committee of the Board of Trustees and Senate to deal with tenure problems, search committees for appointments, criteria for new appointments, promotions, procedures, etc. This report represents the result of serious study by a representative group, and its major recommendations ought to be implemented as soon as possible.

## 3. Other Structures of the College

Although it would be beyond the scope of the present report to go into great detail with regard to possible recommendations on general college structures, some remarks are clearly in order.

The amended statutes proposed by the Joint Conference Committee and approved by the Board of Governors on April 28, 1969 (the so-called "Clarke Report") deserve serious consideration as the basis for the restructuring of the various bodies in the College. Some aspects of this report are now out of date, since the Trustees themselves are destined to become what the Board of Governors was stated to be in that report. The report is silent on the composition of the Senate, and perhaps the suggestion that this matter be referred to the Senate itself is the best solution. A likely formula for the composition of a reconstituted Senate would probably be something along the lines of the recommendations originally made by the Joint Conference Committee, namely, that the three non-academic *ex-officio* members from the administration become non-voting members, and that possibly the student representation be increased. It might also be useful to consider increasing the Faculty representation by four or five members. As to the large number of *ex-officio* members, such as Deans, etc., on the Senate this kind of objection should arise rarely in the future, if all Deans and similar persons are appointed on the recommendation of search committees, or possibly even elected by some direct or indirect process, so that these administrative officers on the Senate will not longer be perceived as being unrepresentative of Faculty itself.

Because of the polarized situation on campus, it is to be hoped that, in forthcoming elections for Senate, non-involved persons, acceptable to both to the main factions on campus, participate actively in such elections, and that individuals strongly identified with one or other faction take a less active part. I would be extremely desirable for some sort of moratorium on conflict and confrontation to be agreed upon, and that the so-called 'moderates' be given some time within which to cool things off and see what they can do.

Whatever happens as to the composition of Senate, bloc voting is clearly undesirable. Once individuals are elected or become members of Senate through the holding of office, they should vote according to good conscience and in accordance with their own feelings as individuals, not as representatives of faculties or factions, whether pro or anti-Administration. This is essential if the Loyola community can commence to perceive Senate as truly the supreme deliberative academic body on campus, rather than an arena in which opposing forces clash.

It is also absolutely essential that the procedure in Senate be completely fair and impartial, and that the chairman scrupulously attempt to apply pre-determined rules in a consistent and unbiased fashion. There must never at any time be the suspicion that favoritism, or the desire to pass or block any proposal, plays a role in any procedural decisions made on the floor of the Senate. This applies not only to the chairman but to individual members of Senate and to the use of tactics such as walk-outs and procedural ploys. In this way the two main factions that now exist on campus may eventually come closer together, so that one might foresee the avoidance of the kinds of situations which have developed in the past (e.g., the constant changes in the composition of the Executives of the Faculty Association and/or the Student Association, based on 'bloc' voting).

The doctrine of the separation of powers ought to be applied to make it unlikely, if not impossible, that the same individuals will wear a great many different hats. For example, members of the Board of Trustees ought not at the same time to hold administration was, and to participate in determining what academic criteria and priorities ought to be considered in slicing that pie. There would thus seem to be an important role for Senate to exercise in the future, largely through its budget committee, but also through some other mechanism, in terms of general academic policy. It might be that the overall priorities in terms of distribution of resources among Faculties, might be decided in Senate, and that each Faculty would then have some say in the distribution within that Faculty. The mechanisms required are largely consultative, and it must be emphasized that in the last analysis, in the case of differences of opinion, where different guesses exist as to projections, enrolment, etc., it must be the opinion of the highest bodies and officials that prevail. The Administration, in most of these matters, would probably have the last say, although a great deal of administrative decentralization, to Faculty and departmental officials, is absolutely essential in these areas.

The same observations might be made in connection with upgrading academic standards. The Faculty Manual clearly specifies that the M.A. or equivalent should be the minimum qualification for teaching in the College. It is obviously the responsibility of Senate to define the criteria for M.A. equivalence. In this area there could be some latitude given to faculties and to individual departments within faculties. Where the Senate is paralysed, as was the case this last autumn, and where the individual departments refuse to recognise their responsibilities in this connection, but take views which are inconsistent



with objective academic credibility, it may, under certain circumstances, be necessary for the administrative authorities, e.g., the Academic Vice-President or the President, to intervene. This is what happened in December 1969 in connection with the non-renewals of some of the contracts involved, although legitimate criticism can be made as to the timing and manner of the decisions in question. However, one cannot complain that such matters are not within the jurisdiction of the central administration, when those other bodies which ought to exercise their responsibilities in these areas have refused or neglected to do so.

All administrative posts in the College, from President and Academic Vice-President down through the offices of Deans to those of Departmental Chairmen, ought to be filled through elective or quasi-elective appointive procedures, through the use of representative 'search' or 'selection' committees making appropriate recommendations, and for limited terms of office. In the case of Departmental Chairmen, election is already becoming the general rule in the College. It would seem desirable that those Departmental Chairmen who now hold office from an earlier period might resign and stand for re-election for a limited term. The same might be said of Deans, whose term also ought to be limited to a maximum of five years or possibly less, although renewals might be permitted.

In order to defuse the present tense situation at least in part, serious consideration ought to be given to lay candidates for the office of Academic Vice-President, which is now open, and for the office of President, which will be coming open next year. Search committees for all offices should be as representative of those interested as possible, so that consensus would be the goal most nominations.

#### 4. Contracts and their non-renewal

It must be recognised that at the present time Loyola is passing through an extraordinary moment in its history, involving great financial problems, and extreme uncertainty as to its future. Among the possible alternatives are that Loyola will continue to exist as an independent institution at the university level or at the CEGEP level, or will exist at the university level but in affiliation with some other similar institution. The financial pressures on the college today are enormous. In addition, the introduction of the temporary CEGEP programme means that at the moment Loyola is giving year I of the CEGEP course, that in 1970-71 it will be giving both years I and II of the CEGEP course, and that thereafter the CEGEP programme may be phased out, possibly in a very short space of time. As to the university programme at Loyola, at the moment years II, III and IV of the old programme are being given; in 1970-71 only years III and IV of the old university programme will be given; in 1971-72 year I of the new three year programme will be given and year IV only of the old programme; 1972-73, years I and II of the new university programme; and finally, in 1973-74 years I, II and III of the new programme. All of this makes projections with regard to enrolment extremely difficult. Needs are hard to forecast. In addition obligatory courses have been and are being phased out, in such areas as classics, philosophy and theology. There is also a shifting emphasis in courses and departments, including the new growth of certain scientific disciplines. Some areas project increased enrolments, others decreases. Moreover, the foregoing brief summary of the course years to be given at Loyola over the next period is conditional on Loyola continuing to be a viable institution of higher education, able to fulfil its financial needs through government subsidies, and not torn apart and rendered impotent by internal unrest, dissention and confrontation. In the event of affiliation with another institution, staff needs are sure to change, with the almost certain eventuality of further cutbacks on this basis. Government imposed staff/student ratios may also change, not necessarily for the better in the academic sense, due to limitations on budget which result from the size of provincial revenues and willingness to accommodate Loyola's demands.

In all of these matters, clearly the responsibility must remain with the central administrative authorities, although there is great need for communication, discussion and feedback well in advance of any administrative decisions and imposed cutbacks, etc. This kind of advance communication and discussion was impossible in the autumn of 1969. But in the long run it must be recognised that it is the right and the responsibility of the administration to make final decisions in this area. Even if its guesses are not that good, they must prevail over the equally questionable estimates of other persons in the College, and if the projections are bad ones the administration will have to bear responsibility for these decisions at a later stage.

However, once these forecasts have been made, it is up to the faculties and the departments concerned to establish the criteria and the manner in which cutbacks will be implemented. I have looked carefully at the Loyola Faculty Manual, the CAUT Guidelines, and the proposed AUCC Guidelines to see if they are in any way applicable. The present Loyola situation is so unusual that it is not the sort of situation that has been foreseen in the establishment of any of these guidelines. The distinctions established in the guidelines presume the ability of a department to carry on at its present strength and do not presuppose any requirements to cut back the size of a department or to reduce budget in the light of governmental or other pressures. Therefore, the responsibility and criteria for such decisions must lie with Loyola itself. If the criteria stated in the various guidelines are not really applicable in the present context, new guidelines of a temporary nature must be developed in order to deal with the very real situation which now exists.

One of the problems which arose at the time the letters of non-renewal were sent out in December 1969 resulted from the use of a form letter for most non-renewals, whatever the true reason may have been. This caused a great deal of misunderstanding, apprehension, and resentment, although it was probably impossible for the administration to deal with the matter in a more individual way in view of the pressure of time and the fact that the letters had to be sent out before December 15th. However, in the future it is suggested that each letter be specifically directed to the individual case, and explain clearly whether the non-renewal is due to a departmental recommendation, to cut backs, or to other factors.

Similarly it would seem desirable that all contracts contain specific notations

where there is the possibility of non-renewal for special reasons not relating to departmental decisions on utility or contribution to the department. For example, all contracts of those hired strictly to teach in the CEGEP programme should bear a notation that they may be renewed from year to year, but that one of the additional reasons for non-renewal in the case of such contracts, above and beyond all other reasons for non-renewal, would be the phasing out of the CEGEP programme itself. Where contracts are given to persons as replacements for others on leave, the contract should clearly state this, so that the person in question is put on notice in writing at the beginning of his contract that it will not be renewed. All contracts for a limited term should bear the notation that, in the light of Loyola's present situation and the changing needs for faculty, one of the causes of non-renewal is the possible need to cut back the size of a given department, and that this will have to be taken into consideration along with normal reasons for non-renewal.

For the same reason, the normal procedure laid down in the Loyola Faculty Manual that after two one-year contracts a three-year contract will normally be given, need not be applied universally in all departments and faculties at the present time. These rules were designed for normal circumstances; for the next while it would appear that many people who could normally expect three-year contracts will only be entitled to get one-year contracts and acquire no greater rights thereby than if they were still in their second year of service at Loyola rather than in their third year. The normal, gradual acquisition of *de facto* tenure is therefore something which might not take place for teachers at Loyola, although under the CAUT Guidelines and the Faculty Manual this is something which would normally be expected. As the general situation improves, a return to normal conditions can be envisaged, but at the present time it is not clear when this will take place.

#### 5. General

Insofar as Loyola's future is concerned, and the decisions which will have to be taken very shortly with regard to possible alternatives (Loyola's continuation as an institution of university level education, affiliation with one of a number of other institutions of the same level, or even possibly a future at a different level, e.g., that of the CEGEP) the consideration of such alternatives, the most desirable ones, and the manner of achieving these alternatives, as well as the modalities for doing so, will have to be determined through bodies created within the structures of Loyola College, and having some kind of support behind them from the broad Loyola community. This means that the kind of body or committee which will investigate and report on possible alternative goals, strategies, etc., will have to be a body whose structure and composition is determined in advance, at least in terms of criteria, so that it will not be seen as Loyola structures have been seen recently, namely, as a body to be dominated by one group or another, using all possible means.

Those who now find themselves on opposite sides of the political fence, whether hard line law and order advocates and their supporters, or liberals, radicals and supporters of confrontation politics, must strive to re-establish contact with those who do not share their political views with regard to the solutions of Loyola's problems. The tactics of radicals are generally self-defeating, in that strikes, sit-ins and other similar tactics and disruptions, deprive them of sympathy and strengthen the hand of those holding different views. The same remarks would apply to those who believe in repression of dissent and the purging of radical elements. Fortunately, both groups are really very small on the campus, but seem much larger than they are due to the polarization of large numbers of moderates both to the left and to the right. The future of Loyola really lies in the hands of these moderates. They must be brought to realise that when one segment of the community, in the name of the law or in opposition to it, takes matters into its own hands, this signals regression into dictatorship or anarchy.

Among the measures which ought to be considered as a means of de-fusing potentially dangerous situations in the future would be the establishment of the office of College *Ombudsman* and/or some appropriate procedures for grievances. The personnel charged with such functions should be selected for sensitivity and empathy, and should be relieved of teaching duties to the extent that this is necessary. Full-time positions of this type, filled by dedicated men might go far to minimize tensions and prevent open conflict.

Loyola College is an educational institution dedicated primarily to teaching and learning. These goals can only be achieved in an atmosphere of academic freedom. However, freedom without restraints and discipline becomes anarchy, and is self-destructive. The existence of academic freedom implies the acceptance of diverse views and ideas, and their discussion and examination in an atmosphere of calm objectivity. The imposition of one's own views on others ought not to be tolerated, whether these views are urged in the name of progress and reform, or of the conservation of valuable traditions. There is a need for structures to guarantee the preservation of academic freedom, and the mutual co-existence of various philosophies and attitudes. For this purpose, self-discipline, clearly established norms, and universally applied procedures are necessary. Where these break down, it must be recognized that in the case of emergencies, or where the peace, order and good government of the Loyola community as a whole is seriously put in question, the residual authority must have a locus, which, at the present time, would appear to be the Board of Trustees and the Administration.

It may be hard to hold to the middle, moderate course. It is difficult to avoid simplistic perceptions of opposing views, or simplistic attempts at the solution of problems. However, the only way that Loyola will survive as a viable institution is if it shows the capacity to make accommodations, within reasonable limits, with all elements of the community, radicals and conservatives, Catholics and atheists. Loyola could serve as an example to other universities by its display of realism in the face of acute problems, its recognition of the fragility of order and the value of civilized academic life, its reliance on the rule of law and not of individuals. Ultimately, the solutions to Loyola's problems must be sought, with intelligence and perseverance, by the members of Loyola themselves, and in the last analysis, no answers imposed from without can have the same value or positive results.



### III. Binding Adjudication of the Appeals from the Letters of Non-Renewal of December 1969

This part of my report deals with the decisions in the cases of the teachers who received notices on or before December 15, 1969 that their contracts would not be renewed at the end of the 1969-70 academic year. The decisions rendered by me are binding on all concerned, in virtue of the agreement of January 28, 1970, and are not subject to any further recourses of any kind whatsoever.

I shall deal with the various cases by departments, as this seems the most consistent and logical fashion of doing so. In any given department the cases often bear a strong resemblance to each other, and many of the facts, if not all of them, are common.

Insofar as the non-renewals for budgetary or similar reasons are concerned (e.g., re-adjustment of staff/student ratios), some preliminary remarks might be in order. The total projected student enrolment for the 1970-71 academic year was arrived at in a joint meeting at the end of October 1969 between the Budget Committee, and the projected total was in the neighbourhood of slightly more than 4,000 students. Each dean was then supposed to see the chairman of each department to arrive at recommendations, taking into account the average course load per department, obligatory courses no longer required, projected enrolment in the department, CAUT Guidelines, etc. Departmental chairmen were to make recommendations in writing by December 10, 1969, but most recommendations had been agreed upon between the Chairmen and their Deans at an earlier date and had been communicated orally to the office of the Academic Vice-President. If any disagreements arose, it was understood that the Academic Vice-President would meet with the Departmental Chairmen himself, and in fact this was done in most cases where cutbacks were involved. Under the terms of the Faculty Manual the College was obliged to notify any teacher whose contract would not be renewed by December 15, 1969.

In the light of Loyola's precarious financial position, and its dependance on governmental subsidies, it must be emphasized that a key factor is the staff/student ratio suggested by the Ministry of Education. Overall, Loyola was given to understand that an acceptable average class size would be 30 students. This is sometimes referred to at Loyola as a ratio of 30:1, but in reality class-room ratio of 30:1 would correspond to a true staff/student ratio in the College of about 18:1, when one considers that each student takes, on the average, five courses of three hours per week, and each professor teaches in the neighbourhood of eight or nine hours per week. The true overall ratio at the present time, in view of the fact that there are approximately 270 teachers for approximately 4,200 students, is in the neighbourhood of 16:1. However, for the purpose of this report, we shall continue to use the classroom ratio of 30:1 in our discussion.

It must also be noted that a classroom ratio of 30:1 is equivalent to a load of 90 students per professor, if each professor teaches three courses or sections per week (naturally, some of these 90 bodies are duplicates, since the same student will be taking approximately five courses per week and may easily appear in more than one class of the same professor. Even if a student appears only once in classes of one professor, he will be counted several times in the loads of several professors). If a professor teaches four courses or sections per week, his total student load would be 120 students, if the average class size is 30, or 80 students, if the average class is 20. It might be argued that the weekly load per professor is a better indication of staff requirements, and that the class ratio of 30:1 is based on a presumed load of three courses or 90 students per week. If a teacher handles four courses, his class size could be reduced to 22.5 students and he would still handle 90 students per week. In fact, it would appear that the norm for some departments, e.g., Philosophy and Theology, is four classes or sections per week, totalling eight hours of teaching per professor because each course is given on a two-hour per week basis. In most other departments, courses are usually three hours per week, and the norm would appear to be three courses per professor, totalling nine hours per week.

In view of the average class size imposed on the College (the latter would no doubt prefer a number lower than 30, e.g., 20, on academic grounds) some attempt must be made to reduce the size of classes in departments with a much higher figure, for sound academic reasons. The counterpart is that in those departments with smaller classes, an increase in class size is required, which obviously must lead to cutbacks in staff in those departments. Some departments may remain in a favoured position, for pedagogical reasons approved by Senate (French and Modern Languages), or because they are small in size and their nature imposes a certain minimum staff (Engineering, which is a Faculty, and Geotechnical Science). Cutbacks are also obviously necessary where obligatory courses are eliminated, where student population is decreasing, or where programmes are being reduced or phased out.

Given the kind of constitutional division of powers I believe to be appropriate in the College, I think that any projections made by the Administration must be considered to constitute a very strong *prima facie* case with regard to staff needs, and there is therefore a very heavy burden of proof of any one who seeks to rebut the Administration's figures, even though they may only be based on some kind of elaborate, intuitive basis of estimation, amounting to not much more than an educated guess. Nonetheless, other things being equal, it is the prerogative of the Administration to make these guesses, since it has the financial and administrative responsibilities that go with them. The Administration's figures can be discussed and disputed, but it is up to any one who disputes them to convince those in authority that their figures ought to be modified.

It would be noted that of the 29 appellants to be dealt with below, 26 were represented by the 'ad hoc Committee' and by the same attorney, Mr. Brian Mulroney. Three of the appellants, namely Professor A. Marroum of the Department of Chemistry, Mr. Sawyer, of the Department of Theology, and Sister Malloy, of the Department of Theology, were represented by the University Practices Committee of the Loyola Faculty Association, and not by Mr. Mulroney. It had originally been thought that there were 31 appellants, but this list

was reduced to 29, when Ellen Wedemeyer and James Majarian, of the History Department, indicated in writing that they were aware that their contracts were for one year only, as temporary replacements of professors on leave, and that consequently they were not interested in appealing from the letters of non-renewal received by them.

We shall now proceed to look at each department in turn and deal with the cases arising therein.

#### A. Faculty of Science

There were two recommendations for non-renewal in this Faculty which led to letters from the President in December 1969 and subsequent appeals. In neither case was there any question of projected student enrolment or staff cut backs.

##### 1. Chemistry Department

There was on appeal in this department, that of Professor Marroum. The evidence in this case disclosed that there had been full departmental consultation and that the recommendations had come from the department to the Administration. Moreover, during the hearings, a settlement was arranged by the University Practices Committee, whereby a letter was sent to the appellant from the President, Father Malone, clarifying the form letter of non-renewal which had been sent in December 1969, and pointing out that Professor Marroum's contract was not being renewed because it had been made for one year only. Mr. Marroum concurrently signed an official withdrawal of his appeal and agreed in writing that his contract would expire at the end of the 1969-70 year.

Under the circumstances, it remains merely for me to ratify this and to dismiss the appeal on these grounds. I do however recommend that, as I have already stated earlier, all letters of non-renewal should be individualized and deal specifically with the particular case involved. The use of form letters to cover cases of radically different kinds can only be a source of misunderstanding and resentment.

##### 2. Department of Physics

One appeal was lodged in this department by Professor W. E. Pinson. The evidence in this case showed conclusively that the recommendations came up the ladder in due form, from the department concerned to the Administration. Moreover, a departmental advisory committee had been established and the Chairman followed a full process of consultation with the committee which met several times and also met with the appellant. As the committee's recommendation was unanimous, I see no reason to interfere with its decision. Consequently, the appeal is dismissed.

#### B. Faculty Arts

The remaining 27 appeals all came from this Faculty. The reasons for non-renewal fall into three main categories: staff cutbacks due to student enrolment projections and budgetary constraints; upgrading of academic standards and the replacement of personnel holding only B.A.s; and persons hired for one year only as temporary replacement.

##### 1. Department of Classics

In preliminary discussions with acting Dean Blamar, this department had agreed to drop from six full-time teachers in 1969-70 to five in 1970-71, basically because of the abolition of a required course which now has seven sections of approximately 100 students each. This course (Classics 221) includes such a large proportion of the students in the department that accurate projections for the future, once it becomes voluntary, are extremely difficult. However, it seems clear that the desire to cut back in size is based on a justifiable conclusion about the trend in class enrolment.

##### a) Professor James Jope

The recommendation that Professor Jope's contract not be renewed was based on full consultation. There was agreement in the Department that Dr. Jope's contract ought not to be renewed. Since the consultation process appears to have been adequate and the grounds sufficient, I do not feel it necessary to go into the precise details at greater length. In addition, the need to reduce the size of the teaching staff in this department seems self-evident. The projected staff requirements as determined by the Administration have not been seriously questioned. The department itself decided whose contract should not be renewed, so that its rights have not been infringed upon. Does Professor Jope himself have any such claim? In a case such as this where due administrative process seems *prima facie* to have been followed, it is up to the appellant to demonstrate convincingly that this is not so. A considerable effort has been made to do this, but the arguments raised have not been sufficiently compelling to rebut the very strong presumption in favour of the College's figures. In the absence of such a clear demonstration by the appellant, I have no alternative but to dismiss his appeal. This does not in any way reflect on Dr. Jope's academic credentials or scholarship.

##### b) Mrs. Edith Shlosser

In the departmental chairman's recommendation, made in writing on December 10, it was noted that Mrs. Shlosser had been engaged only as a temporary replacement for one year to substitute for Mrs. Wardy who was on leave of absence. There appears to have been some confusion in Mrs. Shlosser's own mind and she has stated that she only became fully aware in the autumn of 1969 that she had been hired as a replacement. However, other persons who participated in the discussions, at the time her contract was signed in June, remember that mention was made of this fact then. Whatever misunderstanding may have taken place, it is perfectly clear that in fact Mrs. Shlosser was hired as a replacement, and that there was no prospect of her contract being renewed unless Mrs.



Wardy chose not to return to her post for the 1970-71 year. Consequently, I must dismiss Mrs. Shlosser's appeal.

However, I would strongly recommend that, in future, all contracts of persons being hired as temporary replacements for staff on leave, clearly state this in writing. This would prevent future misunderstandings and problems based on normal memory lapses, lack of precision in oral communications, etc. The simple precaution of incorporating such a clause into the written contract would eliminate any possibility of appeals of letters of non-renewal in such cases.

## 2. Economics

There is one case in this department, that of Professor C.S. Papadantonakis. In this case the administration clearly made an error in sending Professor Papadantonakis a letter in many respects similar to the routine form letter sent to other professors because contracts were not being renewed.

In fact, Professor Papadantonakis has a three-year contract, expiring on July 31, 1972. However, at the time this contract was signed in June 1969, Professor Papadantonakis gave a concurrent written undertaking to complete the writing and defense of his Ph.D. thesis and the successful completion of all substantial requirements for the Ph.D degree by August 1, 1970. Professor Papadantonakis also undertook in writing at the same time to resign from Loyola if this undertaking was not complied with by him.

Under the circumstances, the letter from the College to Professor Papadantonakis ought to have been merely a reminder that he would have no contract for the 1970-71 year if he did not successfully complete all requirements for his Ph.D. by August 1, 1970 and that the continuance of his three-year contract was conditional on his fulfilling this undertaking. I believe that this was the intention of the Administration, but the unfortunate manner in which the matter was handled was naturally perceived by Professor Papadantonakis as an affront. This situation apparently arose because the Administration had been given to understand that Professor Papadantonakis was not in fact going to meet the August 1st deadline as undertaken by him. However, the mere fact that the College authorities believed in good faith that the undertaking made by Professor Papadantonakis was not being complied with does not justify the kind of letter which he received, especially in the absence of prior discussion with him and confirmation of the status of his Ph.D. work.

Professor Papadantonakis has subsequently confirmed verbally to me his previous written undertaking and had acknowledged that the continuance of his contract is conditional upon his fulfilling such undertaking. The administrative authorities have also agreed that the letter sent to Professor Papadantonakis in December 1969 was as a precaution and in order to comply with the Faculty Manual, in the event that Professor Papadantonakis did not fulfill his undertaking with regard to the Ph.D.

It therefore merely remains for me to ratify what amounts to an agreement between the parties and to confirm that Professor Papadantonakis has a conditional three-year contract, expiring in 1972, which will, however, terminate at the end of the 1969-70 academic year, in the event that Professor Papadantonakis does not complete the writing and defense of his Ph.D. thesis and all other substantial requirements for the Ph.D. degree, by August 1, 1970. (The only reason that the condition imposed does not require the degree to have been conferred by that date is that, due to the fixed intervals at which degrees are formally conferred, the actual conferral may take place somewhat later. However, the undertaking clearly requires that only the formality of the granting of the degree may be delayed beyond August 1, 1970).

Again, it is strongly recommended that where such a condition exists as part of a contract, as in the present case, the condition should be clearly inserted in writing in the contract itself. Furthermore, if the Faculty Manual does require a letter to be sent on or before December 15th in such cases, the letter should be so worded as to not cause additional problems in such situations.

The appeal of Professor Papadantonakis is therefore sustained, in accordance with the conditions hereinabove mentioned. However, his appeal will, in effect, be dismissed, if he does not complete his Ph.D. requirements fully by August 1, 1970. Moreover, if in the course of the 1970-71 academic year it becomes clear that Professor Papadantonakis will not receive his doctorate during that year, his contract will terminate at the end of the 1970-71 year.

It should be noted that, at face value, the President's letter to Professor Papadantonakis of December 1969 seems tantamount to a dismissal for cause, and that this can only take place in accordance with well established procedures different in character from those relating to non-renewal. By inserting all agreed conditions in the contracts themselves, similar situations to this need not recur in the future. In addition, the careful drafting of letters to be sent prior to December 15 in such cases can minimize the creation of incidents based on misunderstandings and communication breakdowns.

## 3. Department of Sociology

The one case in this department is that of Mr. William Harman. Mr. Harman, a lecturer, had only a B.A. at the present time, although he is expected to obtain his M.A. in 1970. Mr. Harman was hired to teach only at the CEGEP level and has apparently done an excellent job.

There has not been any question of cutting back this department which is in a period of growth and in fact may engage additional faculty for the 1970-71 year. The only problem which arises in the present case is the question of the academic qualifications of Mr. Harman in the light of the Faculty Manual requirement which imposes a minimum of the degree of M.A. or some equivalent qualification.

After receiving the written recommendations of the department in

December 1969, Father J. O'Brien, the acting Academic Vice-President, suddenly realized that Mr. Harman had only a B.A. and that the department had recommended that his contract be renewed. Father O'Brien came to the conclusion that there was no problem in renewing this contract provided Mr. Harman obtained his M.A. at the end of the 1969-70 academic year. However, he informed the Chairman of the department, Professor Tascone, that a letter of non-renewal would have to be sent to Mr. Harman in any event in order to satisfy the requirements of the Faculty Manual.

Mr. Harman was hired in September 1969, and his contract is in the usual form for one year, subject to renewal by mutual agreement, as is usually the case. Had it been intended to give him a contract which would not be subject to renewal unless his M.A. were obtained prior to the end of the current academic year, this clause should have been included in the contract itself. The renewal of Mr. Harman's contract had the strong backing of the entire Sociology department, and hence there appears to be a strong case for renewal.

Notwithstanding the foregoing, I am prepared to accept the principle behind Father O'Brien's decision, namely, that for purposes of general credibility in the academic community as a whole, it is essential for Loyola to upgrade its academic standards. The imposition by the Administration of the M.A. or some equivalent, seems justified by the Faculty Manual. My objection therefore, is not to the *principle* behind Father O'Brien's decision, but rather the manner and timing thereof. I shall have further occasion to speak of this when discussing the instructors in the CEGEP programme of the English Department, where the same principle is involved. It seems to me that where a man has been hired in September with a B.A., he ought not to receive a letter of non-renewal in December, because he does not yet possess an M.A. I understand the argument that there was a tacit undertaking at the time Mr. Harman was hired that he would obtain his M.A. shortly, and that the letter of non-renewal was probably written only as a precaution in the event that the M.A. was not obtained on schedule. Nevertheless, I feel that some further and better notice ought to have been given to Mr. Harman, especially when one considers that Father O'Keefe was still Academic Vice-President at the time that Mr. Harman was hired, and that nothing was mentioned in the contract with reference to Mr. Harman's obtaining an M.A.

I therefore feel justified in modifying Father O'Brien's last-minute decision to the following extent: Mr. Harman should be given a one-year contract for the 1970-71 academic year. This contract shall not be renewable unless Mr. Harman has obtained the degree of M.A. prior to the summer of 1971. In the event that Mr. Harman obtains his degree within this period, then his contract may be renewed in the usual way, by mutual agreement, and subject to the usual right not to renew for a great many reasons, including specifically the need to reduce staff, budgetary problems, or any other relevant matter. Moreover, it should be clearly understood that this renewal for a further period of one year gives Mr. Harman no rights to any further renewals except on a year-to-year basis, subject to termination at the end of any year, in view of the transitory nature of the CEGEP programme and the fact that it may be phased out at any time.

These remarks would apply to all other contracts given to personnel teaching at the CEGEP level, and I would strongly recommend that all contracts relating only to the CEGEP programme clearly state that they may be subject to non-renewal at the end of any year as aforesaid.

## 4. Department of Theology

The problem in the Theology Department arises primarily because of the disappearance of a required course. It was therefore agreed between Dean Blamar and the Chairman of the department that four full-time members of the department would have to be dropped, because of the projected decrease in student enrolment. It was apparently assumed that those who ought to be let go would be the individuals who were eligible for three-year contracts under the Faculty Manual i.e., those persons who were completing a second or subsequent one-year contract. One member of the department resigned and another agreed to go on a part-time basis, which left only two persons to be chosen for non-renewal. The Chairman consulted a number of members in the department and then recommended that Mr. Sawyer and Sister Malloy both receive letters. This written recommendation was made on December 10. Two days later the Chairman withdrew his recommendation that Mr. Sawyer not be renewed and urged that he be kept on strength, but by this time it was too late to modify the President's decision which had already been taken in accordance with the chairman's first recommendation of December 10th.

With regard to the projected drop in enrolment, I believe that I must accept the Administration's figures, and the fact that the cutback in the size of the teaching staff is justified. Under the circumstances, there is very little I can do about the case of Sister Malloy, in spite of her evident popularity. In view of the strong positive feeling which has been expressed about her by the department through its chairman, and the fact that she will be doing graduate work in Montreal during the 1970-71 year before leaving the city, I do however recommend that she be given the opportunity to work part-time for the College, perhaps in the evening division, if this is at all possible.

With regard to Mr. Sawyer, the situation is much more complicated. In the first place, the rigid application of the CAUT Guidelines seems out of place, given the reason for non-renewal, i.e., reduction in staff size. Furthermore, the consultation process was not as complete as it might have been, and there is very strong support in the department for keeping Mr. Sawyer, as well as the feeling that perhaps there were others who should have been considered for non-renewal in his place. The Chairman appears to have recognized the particular facts mitigating in Mr. Sawyer's favour, and hence attempted to withdraw his original recommendation on December 12th. Mr. Sawyer might also have received a three-year contract the previous year had it not been for the coincidence of his absence on leave and a change in the departmental chairmanship.

Although I believe that the consultation procedures were conducted in perfectly good faith by the Chairman, I feel that they ought to have been formalized to a much greater extent, in terms of the criteria to be applied in choosing the person or persons whose contracts would not be renewed, as well as in terms of the



consultation procedures themselves, given the composition and size of the department. Moreover, the courses in this department are given on the basis of two hours per week, which means that members of the department might handle more sections than is customary in the college, giving them a higher student load, and this might justify a re-consideration of the number of staff needed in the future, although this is far from certain.

In any event, I feel justified in recommending that Mr. Sawyer receive a one-year contract for the 1970-71 academic year. Such renewal should give him no greater rights, insofar as *de facto* tenure is concerned, than he would have had at the end of the current academic year. As soon as tentative figures for projected enrolment and budget are available, or even earlier if possible, the department should sit down and begin working out its needs for the 1971-72 year. If, as is probable, cutbacks will be required, then the department's first job is to establish general criteria to be used in making decision regarding non-renewals. Mr. Sawyer's name would be one of the names to be considered along with others whose contracts will terminate at the end of 1970-71. The criteria should not be based on eligibility for three-year contracts as a primary factor, as this principle of the Faculty Manual, like the CAUT Guidelines, is not designed for unusual situations, such as the present one. If anything, greater seniority might be a factor in favour of an employee, where a decision has to be taken as to which of two employees ought to be let go. However, even more important are criteria such as degree status, course areas, teaching ability, positive and negative contributions to the department, fulfilment of expectations, etc. It is in this way that rational decisions can be made for the future, in order to deal with the anomalous and unusual situation in which departments are being decreased rather than increased in size, and are not even permitted to remain at current strength.

The department might also consider the possibility of placing its courses on a three-hour per week basis, which would make the ratio of 30 students per class a fairer basis on which to base the size of the teaching staff.

In view of the facts already set forth, I feel that the balance of convenience in this case lies in favour of Mr. Sawyer rather than of the College, and accordingly his appeal is maintained under the conditions I have mentioned above. Sister Malloy's appeal however is dismissed for the reasons already mentioned.

### 5. Philosophy

There are four appellants involved in the case of the Philosophy Department, Professors D. O'Connor, B. Flynn, P. O'Neill and P. Restuccia.

Professor Restuccia has recently withdrawn his appeal and agreed that his contract shall terminate at the end of the current academic year. Consequently, I need not go into the merits of his case, but merely ratify his decision, and his contract will therefore terminate at the end of the present academic year 1969-70.

Insofar as the remaining three cases in the Philosophy Department are concerned, the basis for non-renewal (and in fact this was the basis for non-renewal of all four contracts) was the need to reduce the size of the staff by four, in the light of a projected drop in student enrolment in this department's courses from approximately 2,700 students to approximately 2,000 students. Again, in the absence of manifest error, I feel that I must accept these figures, unless they have been clearly demonstrated to be faulty, which is not the case.

The question then arises as to how the choice of those whose contracts are not to be renewed should be made, and who ought to make these decisions. The Chairman recommended the non-renewal of the contracts of the four appellants, who were all eligible for three-year contracts. In addition, it was recommended that the contract of Professor Gray, who is presently on leave during 1969-70, be for no more than one final year to terminate at the end of 1970-71.

The Chairman's recommendations to the Administration do not refer to any consultation process. However, my investigation has revealed that there was in fact a partial consultation process involving a few members of the department in whose judgement the Chairman has confidence. But there seems to have been no objective criterion used in deciding whom to consult. Moreover, the department had previously established a committee on appointments, composed of all the associate professors in the department, whereas the Chairman consulted only half the members of this committee. It is also a fact that the department of Philosophy is very badly split into what maybe loosely termed 'pro' and 'anti' Administration factions, and the Chairman's consultation really only involved those known to belong to the pro-Administration group.

At least one of those consulted by the Chairman did not recommend that all the persons in question be let go. I met with various members of the department on several occasions and got the distinct impression that the choice of the appellants had not been preceded by the establishment of broad criteria along the lines that have already been mentioned above. There were several other members of the department on one-year contracts whose names were not even considered as possibilities for non-renewal. In particular, there are at least three persons in the department possessing only M.A.'s, now in the middle of their first year of service, and if the seniority criterion were used, or that of degree status and academic credentials, they might very well have been chosen instead of the appellants, with regard to teaching ability, positive or negative contributions to the department, etc.

It is obviously too late to hold such discussions in the department at the present time, inasmuch as all of those who did not receive letters in December will be automatically entitled to further contracts for the 1970-71 year, even though at least one of them is reported to have said that he was given to understand that his contract was for one year only and not subject to renewal (no such notations, however, appear on any of the contracts).

I have therefore reluctantly come to the conclusion that it would be improper to terminate the contracts of the appellants at the end of the 1969-70 year, without going through a more complete consultation procedure which would consider all those eligible for non-renewal, and in which a more representative group within the department would participate in the making of recommendations. This view is reinforced by the fact that, as already mentioned, three lecturers were hired for the fall of 1969, and that this decision was then followed by a further decision to

cut back the size of the department by at least four. Moreover, the observations I have already made with regard to the Theology Department in terms of staff/student ratios, would also apply to the Philosophy Department because the courses are given on the basis of two hours per week (Again, consideration should be given to making them on a three hour per week basis, in which case the 30:1 class ratio would be a more rational measure).

My decision is therefore that Professors Flynn, O'Connor and O'Neill should receive one-year contracts for the 1970-71 academic year, without thereby acquiring any more rights in respect of tenure, etc., than if they were still in their second year of service in the College. They would then be in the same position with regard to seniority as the three lecturers, who will be completing their second year of service in 1970-71, if their contracts are renewed. It should be possible for the department to obtain at an early date projections for the 1971-72 year, and to begin discussing criteria for cutbacks, the approximate estimated size of the cutback required, and finally, the identity of the persons to be let go. It may well be that the department will have to be reduced in size to such an extent that no distinctions will have to be drawn between the various individuals concerned, but if the required reduction is less than 6, it will be up to the department to decide in the near future which of its members are most useful and which will reluctantly be required to have their contracts terminated.

The fact that three additional staff were hired for the fall of 1969, just before it became apparent that a reduction in staff was required, is to my mind an indication of the kind of enormous pressures under which the college has had to operate. Clearly last minute decisions to reduce staff ought not to be imposed on the College, as was the case this year. It is to be hoped that in the future ample time will be available to permit adequate discussion and to enable these decisions to be taken calmly and objectively well in advance of any deadlines.

I must again emphasize in connection with this department that there is no evidence of any political purge by the administrative authorities of the College. The names of those to receive letters were recommended to the Administration by the departmental Chairman, after some consultation of a few of his colleagues. Thus, the only need for improvement in the process with regard to this department is the institution of a more formalized, representative procedure for determining criteria and selection of personnel to receive notices of non-renewal. Such an institutionalized procedure would also be used for other matters relating to hiring, promotions, etc. It might also be of great benefit to the department in providing machinery for dialogue between the opposing factions in the department, which is an absolute necessity if the department is to fulfill its role in the College. A very great effort will be required of the members of the department in order to make any procedures work, but it is only in this way that a truly pluralistic philosophy department can flourish, in which opposing points of view can be not only tolerated but respected and appreciated for the value they bring in terms of diversity, intellectual enquiry, and academic strength.

I wish to emphasize again that in my view the CAUT Guidelines and the Faculty Manual ought not to be so interpreted as to require non-renewal of contracts of persons completing their second year of service as compared to those in their first year. I agree that it is anomalous to give notice of non-renewal in December to someone whose contract has only begun three or four months previously. However, this is no more anomalous than the general situation which requires reduction in staff both for budgetary reasons and because student enrolment is rapidly fluctuating. In this peculiar period, it would seem that, if anything, a person in his second year of service has some additional argument on his side for a further renewal, as compared with someone who is only in his first year of service. The intention of the Faculty Manual is that in normal circumstances a teacher who has completed two years of service will obtain a three-year contract, but under present conditions this can obviously not be counted on, especially in those departments where future size is unknown or questionable. Similarly, the CAUT suggestions regarding probationary periods of not less than two years and not more than five years, before tenure is granted, refer to normal conditions, and it would be perfectly in order to deviate from these general principles where extraordinary factors exist, which is the present case at Loyola.

### 6. English Department

The English Department involves the greatest number of cases of non-renewal, and these cases fall basically into two groups. Five of the cases concern persons teaching at the level of the university programme, whereas twelve of the cases concern instructors teaching at the level of the CEGEP programme.

Two of the cases can be dealt with very quickly. Professor Richard Mundell was engaged to teach in the university level programme of the English Department, as a temporary replacement for Professor Faulkner, who is on leave of absence during the 1969-70 academic year, and who will be returning to teach in the fall of 1970. I gather that this appeal was instituted primarily because Professor Mundell received the ordinary form letter from the College stating that his contract would not be renewed for budgetary and other reasons, after consultation with his department, which was not in fact the case. I therefore have no difficulty in dismissing Professor Mundell's appeal, but after hearing the representations made on his behalf, I would again recommend most strongly the individualization of all letters of non-renewal, to avoid unnecessary misunderstandings and conflict. The letter to Professor Mundell could easily have indicated that his services had been appreciated but that it was impossible to renew his contract because the person whom he was replacing would be returning. (It would be a nice gesture if such a letter were now sent). In such cases, the letter of non-renewal might also indicate that in the event that vacancies become available, the Professor in question will be considered for same, along with other candidates for new appointments (As can be seen, Professor Mundell is in a similar position to Mrs. Schlosser of the Classics Department). Again, contracts awarded on a one-year only basis, as replacement for persons on leave of absence, should have a clause to this effect written into the contract itself as a matter of course.

The other case that can be disposed of quickly is that of Miss Dorothy Yates, an instructor in the English department who holds an M.A. Apparently the Administration was informed incorrectly by someone in the English Department that Miss Yates would be leaving at the end of the year. In such cases, the appropriate procedure would be to speak to the person in question and to obtain a written resignation or confirmation of the facts from them, rather than to send out a form letter. This procedure would certainly improve human relations in the College and avoid giving the appearance of arbitrariness. Miss Yates' appeal is therefore maintained, and she should be awarded a one-year contract.



Having disposed of these two cases, we are left with four professors teaching university level courses, and eleven instructors, teaching at the CEGEP level. The ground for non-renewal in the case of the four professors is basically budgetary and based on enrolment projections, while the ground for non-renewal in the case of the eleven instructors is that they possess only B.A.'s.

It should be noted that the original recommendations of the departmental chairman, Professor Hooper, made to Dean Blonar in November, were for an increase to between 20 and 21 teachers at the university level, who would also cover the courses of from 2 to 3 teachers at the CEGEP level, and 31 instructors for the CEGEP level only. Dean Blonar was unable to accept these figures because of the obligatory norms as to average class size, and his own tentative recommendation to the academic Vice-President was for only one additional teacher at the university level and a minimum of four additional teachers at the CEGEP level, with the possibility of adding up to three more if later projections showed this to be necessary. Dean Blonar then became ill with pneumonia and was hospitalized, so that all further discussions had to take place between Father O'Brien and Professor Hooper. Before Dean Blonar entered the hospital, Father O'Brien had detailed discussions with him and new factors were raised, including the fact that one university level year would be missing from 1970-73, the projected class size, and the problem of teachers possessing only B.A.'s. As to class size, the English Department wished to maintain a size in the neighbourhood of 20 students, but this was substantially different from the overall goal of 30 students per class and only two departments - Modern Languages and French - had specific authority from Senate for smaller size, due to pedagogical requirements for language teaching. Another factor raised by Father O'Brien was that the projected enrolment seemed to be inflated.

In late November, Father O'Brien saw Professor Hooper and the situation resembled that of an irresistible force coming up against an immovable object. Without going into details, Father O'Brien's version is that Professor Hooper basically refused to make any cutbacks whatsoever, in the light of his own figures, and similarly resisted any suggestion that changes be made at the level of the CEGEP instructors. Father O'Brien apparently did refer to the fact that four teachers were coming up for three-year contracts at the senior level, and that these would be the logical persons to receive letters of non-renewal, in the light of the Faculty Manual. (I have already pointed out that I do not agree that this is the best criterion).

Father O'Brien also had discussions with Professor Gross, the supervisor of the CEGEP programme. Father O'Brien's decision was basically that the M.A. should be an absolute requirement, unless a true equivalent were shown to exist, while Professor Gross' position was that only teaching ability and experience was relevant at the CEGEP level.

On the basis of the above discussions the English Department must have had a fairly reasonable idea of what might happen, and this led to the employment of class time to obtain student signatures in support of the departmental position, the adoption by the department of the view that changes not previously agreed to by the department, would not be accepted, a motion in support of the English Department from the Department of Psychology, a public statement by the English Department attacking the Administration, etc. The view was widely held that a political purge was about to take place. I therefore wish to state again that no evidence of any such intention has been presented to me and that I am bound to accept the view that the statistical and academic reasons advanced for the non-renewals in the Department are *bona fide*, however arbitrary and authoritarian their implementation may have appeared.

On December 8th, Professor Hooper submitted written recommendations to the Academic Vice-President, which had been unanimously approved by the Executive of the English Department. These included the termination or non-renewal of two contracts of persons in the pro-Administration minority in the department, including one on leave of absence. (In one of these cases, the recommendation even seems to suggest dismissal in the middle of a contract for cause!) The department also recommended three-year contracts for all four persons completing their second year in the department, completely ignoring the fact that there might be a need to reduce the department in size as had been suggested by the Administration's figures. Other recommendations made by the department regarding contracts for other professors are not relevant at the present time, since no action one way or the other has yet been taken, and the recommendations are still under advisement or have not yet been processed.

Throughout the entire discussions, there seems to have been a total refusal to use the Administration's projected figures on student enrolments and departmental needs. I should like to repeat what I have already said in this connection, namely, that in the last analysis, the Administration's views in these areas must be accepted, and that the burden of proof is on those who dispute these figures. For the purpose of my decision, therefore, I am obliged to state that the statistical projections submitted to me in rebuttal of the Administration's figures have not had the effect of convincing me that I ought to revise the figures of the Administration. If errors have been committed in these projections by the Administration, they have been made in good faith, and in an attempt to make the best possible judgment with respect to future needs. If in retrospect they are ultimately proved wrong, then it would be appropriate to criticize those having made the projections for lack of foresight, if this is the case, and if it would have been possible to make more accurate forecasts. But this would not affect their right to make such predictions.

I therefore accept, for the purpose of my report, projected figures for enrolment in English courses, and staff/student ratios, leading to the following conclusions: between 15 and 16 professors are required at the university level, including the equivalent of from 2 to 3 teaching CEGEP courses, representing a net *decrease* of approximately four teachers at the university level, while at the CEGEP level the projected *increase* in staff would be four persons, and possibly more.

What the Administration ought to have done in November was to insist that the English Department select four persons whose contracts were up for renewal in order to reduce the university level personnel by four. Alternatively, the English Department could have been asked to work out a formula for using the surplus persons partly at the CEGEP level, in lieu of hiring new CEGEP instructors. However, due to the total breakdown in communications between Professor Hooper and Father O'Brien, this did not take place. Father O'Brien's recommendations to the President on December 12, 1969 were that it was unrealistic to offer three-year contracts as suggested by the department on December 8th. In this I believe that Father O'Brien was absolutely correct. The President did write to Professor Hooper, explaining the need to terminate some contracts, at both the university and CEGEP levels, for financial and academic considerations. Father

Malone's letter also assured the department that the basic pattern of the English 101 course would be retained for the present, contrary to the rumors circulating in the department. In spite of this, the campaign against Father O'Brien continued and was brought to a climax when the definitive letters of non-renewal were received.

I should like now to deal first with the specific problem of the non-renewal of the contracts at the CEGEP level of persons possessing only B.A.'s. It will then be in order to examine what solution can be reached in the case of the four upper level teachers who received notices of non-renewal on statistical grounds.

#### (a) The Cases of the 11 Instructors with B.A.'s Whose Contracts have not been Renewed.

The Instructors in question are: Messrs. C. W. Cockerline, J. P. Sullivan, P. R. West, Miss R. Lallier, J. Metcalf, S. Kelly, Ann Fletcher, Barbara Jack, Linda Sheshko, E. Lefebvre and Deirdre O'Donnell. None of these persons possess M.A.'s or better. Some have M.A.'s in process, but when or whether they will receive these degrees, is questionable. Others have dropped out of M.A. programmes in the past and seem to have no intention of continuing. Some are recent graduates who have as yet had no opportunity to begin graduate work. At least one might be considered to have the equivalent of an M.A. Some are in their first year of teaching; others have several years experience. Some of those who have been teaching for some time at Loyola have not done so on a full-time basis until the 1969-70 year.

An examination of the English 101 course and its evolution over the past few years shows that the course has been changing in character. When Dean Blonar was originally supervising it, it was basically a lecture course with one professor, and the instructors had secondary functions as teaching assistants or conference leaders. Later, the lectures to the entire class were reduced to one per week, with the class being divided into small sections for the remaining two periods, each section with a different instructor. When Professor Gross took over the programme in the fall of 1968, the evolution in the direction of sectioning and greater teaching responsibility for the instructors continued. In the fall of 1969 the greatest change took place, with the instructors having virtually total responsibility for their students, but meeting in larger groups once a week. The programme is now greatly decentralized and has a great many interesting features. There is no doubt that it has changed substantially since its inception some years ago, that the duties of the instructors have been modified, and that their responsibilities increased. No doubt this contributed to the hard look taken by the Administration at their academic qualifications.

I believe that the desire to have all teachers possess an M.A., insofar as this is possible, is reasonable, in accordance with the Faculty Manual, and with accepted practice elsewhere. I have had discussions with the Chairmen of departments of English in a number of Quebec universities, where similar CEGEP level English programmes exist. Much of their teaching is done on a part-time basis by students in full-time graduate programmes proceeding to their Ph.D. These are not wholly analogous to Loyola, because such instructors are under supervision in graduate programmes, while Loyola's instructors are teaching on a full-time basis. Perhaps a better analogy is that of an independent CEGEP, without graduate or university level programmes. I have obtained reliable information and evidence in this connection which leads me to conclude that in a respectable CEGEP, a full-time teacher in the freshman English course, similar to that given at Loyola, ought normally be expected to have an M.A., and only in exceptional cases should this requirement be waived. The proportion of persons holding only a B.A. would be very small indeed - perhaps as high as twenty per-cent, probably not more.

In spite of the very strong case made by Professor Gross for considering only teaching ability and experience, and not academic credentials, as qualifications in the CEGEP programme, I cannot, in good conscience, accept this view. To some extent, the academic credentials of the institution itself, in the eyes of the outside world, are involved. We all know that so-called objective academic qualifications, i.e., graduate degrees, may be meaningless in many cases, and yet they are the only criterion by which the caliber of the institution can be judged by outsiders who are not completely familiar with its inner workings. This view is substantiated by the Monaghan report on church-related institutions, i.e., Catholic colleges, in Canada, a portion of which has already been made available, and which indicates very strongly the need to upgrade the degree standing of teachers at Loyola and in similar institutions.

This upgrading of academic credentials ought, of course, to be a departmental responsibility, but in the absence of initiatives coming from the departments themselves, it seems to me that the initiative must be taken somewhere. The Senate ought to assume overall responsibility for this, but in the absence of Senate action, I think the Administration is justified in initiating some action in this area.

However, in the present case, it seems to me that the unilateral action by the Administration in December seems to have retroactive consequences and to give insufficient notice to the persons concerned, some of whom had been only recently hired, while others with B.A.'s had received no intimation of what was in store during their years of teaching. I believe that due notice ought to be given in such cases, with an opportunity to the individuals concerned to meet the new requirements. In the case of the English Department of one major Quebec university, this was done over a three-year period, at the end of which time all lecturers who had not met the new higher standards were let go. I am also of the opinion that some kind of 'grandfather clause' is necessary and desirable, i.e., the new requirements cannot be imposed on staff holding higher positions and with many years of seniority, although in such cases one might wish to encourage certain members to take sabbaticals with pay in order to acquire advanced degrees.

In the present case, the English Department should have been faced with its responsibilities and forced to develop a plan to phase out the B.A.'s. However, Professor Hooper has stated that he never clearly understood from Father O'Brien that a plan had to be developed, and that he could have re-worked his figures, and even come up with a scheme for reducing the upper level English teachers by four as decided by the Administration if he had known that this was essential. Faced with this problem, I have asked the English Department to come up with a plan for phasing out most of the instructors, with B.A.'s only, over a two-year period. They have agreed to my suggestion, and the decision I now render is based, to a great extent, on their formula, with however, some modifications, but keeping to the general outline of their scheme to the extent that I feel this is possible.

(i) Messrs. C. Cockerline, P. R. West, D. O'Donnell, and J. P. Sullivan shall receive one-year contracts for 1970-71, subject to their prior undertaking to obtain M.A.'s before September 1, 1971. Such undertaking shall be included in their contracts. In the event that these degrees are not obtained by the said date, their



contracts shall not be renewable. However, if their degrees are obtained, their contracts may be considered for renewal, subject to the agreement of both parties thereto, under the usual conditions.

(ii) Messrs. Linda Sheshko, R. Lallier, E. Lefebvre, and Ann Fletcher shall receive one-year contracts for the 1970-71 year, subject to their prior undertaking in writing to obtain M.A.'s on or before September 1, 1972, and to show substantial progress towards obtaining such degrees by the end of the 1970-71 academic year. Should they not show such substantial progress, during 1970-71, their contracts will terminate at the end of the 1970-71 year. Should they show such substantial progress, their contracts may be considered for renewal for the 1971-72 year under the usual terms and conditions, subject to the agreement of both parties. If their contracts are renewed for 1971-72, the undertaking to obtain degrees by Sept. 1, 1972 shall be included therein, and the contracts may not be considered for renewal for 1972-73 unless the undertaking has been complied with.

(iii) Messrs. S. Kelly and B. Jack shall receive one-year contracts for the 1970-71 calendar year, subject to their prior undertaking to show some progress towards an M.A. during the year and to obtain such degree by September 1, 1973. Should they show progress towards an M.A. during the 1970-71 year, their contracts may be considered for renewal in the usual way, subject to the agreement of both parties, and under the usual terms and conditions. Any renewals for 1971-72 shall contain the same undertaking and any renewals for 1972-73 an undertaking to obtain the degree by Sept. 1, 1973. Should any such undertaking not be kept, the contract shall terminate at the end of the current year.

However, at any time within the next 6 months, the department may recommend and request that the new body replacing the former Committee on Appointments, Rank and Tenure determine whether either of these persons possesses the equivalent of an M.A., and if such be the case, either of them may be considered for renewal without showing progress towards an M.A.

(iv) Mr. J. Metcalf shall be given a one-year contract for the 1970-71 academic year, subject to renewal, under the usual terms and conditions, by agreement between the parties. He shall be deemed to have the equivalent of an M.A., unless the new CART finds to the contrary within the next 6 months, in which case his contract shall be subject to the same conditions as in (iii) above.

(v) All of the contracts at the CEGEP level shall be one-year contracts in the future, subject to non-renewal for all of the usual reasons, and in addition, because of the phasing out, cancelling or modifying in any way of the CEGEP programme.

(vi) In any academic year, vacancies at the CEGEP level shall, in the future, be filled by persons possessing at least an M.A., unless Senate decides otherwise. However, in any one year, the department may hire at most one outstanding holder of a B.A. as an instructor for a period of one year only, without any right of renewal.

If it is necessary to decrease faculty at the CEGEP level, the Administration should provide the necessary figures as soon as possible to the department in order to enable plans to be made well in advance.

I believe that the foregoing plan is fair to all concerned and provides adequate notice to the parties.

#### (b) The cases of the four professors teaching at the University Level

The professors in question are Messrs. Igor Webb, Robert Philmus, Maria Philmus and Susan Poteet. All have completed two years of service and were eligible for 3-year contracts. Two have doctorates, while the other two are now engaged in Ph.D. programmes, at varying stages of progress.

Father O'Brien's recommendation to send letters of non-renewal to these particular teachers rather than others seems to be based on the same interpretation of the CAUT Guidelines and the Faculty Manual that I have referred to previously. In my view, this interpretation is erroneous, on two grounds. Firstly, the CAUT Guidelines and the Faculty Manual were, as I have already stated, never intended to deal with criteria for selecting which persons, out of a larger number of possibilities, should not have their contracts renewed.

Even in normal conditions, the CAUT Guidelines and Faculty Manual should not be construed as implying that a person who has completed two years of service should either be let go or given a three-year contract, with no other possibility being envisaged. The Guidelines are clearly not intended to favour a policy of continual rotation of personnel, regardless of satisfactory performance, so that no one acquires seniority, and new persons are constantly recruited to replace those being let go. Persons should normally be let go after 2 years if it is absolutely clear that they have no long-term future with the College, because of degree status, course areas, teaching ability, positive or negative contributions, etc. They could also be let go earlier on the same grounds, or, in uncertain cases, the probationary period could be extended by one or more years, up to some reasonable maximum, say 5 years, before making a firm decision. Even 3 year contracts still have this very definite probationary element. In addition, such contracts are always subject to termination for other impelling reasons, such as budgetary restrictions, diminishing student population, etc.

In the present case, as in that of several other departmental cutbacks, the problem arises because of class size, student enrolment projections, and budgetary criteria depending on norms imposed from the outside, in whole or in part. It is therefore clear that persons eligible for 3-year contracts could easily be given one-year contracts, and even one-year contracts bestowing on the teachers in question no more rights than if they were in their first or second year of teaching, due to future uncertainties of the kinds we have described.

Because of the failure to establish proper communication of information between the Academic Vice-President and the Departmental Chairman, the department took no action whatsoever to establish criteria for selecting persons to be cut back, and did not attempt to make any rational selection in such persons. In any such selection process, seniority would probably have been a factor working in favour of a teacher, and it might well be that in some cases it would be necessary to terminate initial one-year contracts rather than those of persons in their second or third year of service. Seniority would obviously be only one such criterion, alongside the others we have already mentioned.

Now that it is too late to turn the clock back, and force the English Department to take its responsibilities in selecting those whose contracts will not be renewed, on the basis of reasonable and objective criteria, what can be done at the present time? I believe I have found a formula which will enable us to defer the non-renewal of these contracts for at least one year, in order to permit time for further discussions and recommendations. I asked the department during the hearings whether they could devise a formula for using university level personnel to teach at the CEGEP level, and they agreed that this could easily be worked out. The net effect would be not to reduce the size of the university level staff, but rather to assign them responsibilities in the CEGEP course. This would also have the effect of eliminating or greatly reducing the need to hire additional personnel at the CEGEP level. Basically, the English Department has agreed to function with its existing staff for the 1970-71 year, without increasing the personnel teaching CEGEP courses, and without decreasing the personnel teaching university courses (of course Professor Faulkner will be returning and Professor Mundell, his replacement, will be leaving).

My decision is therefore as follows: The four professors in question shall be given one-year contracts, renewable under the usual terms and conditions, subject to mutual consent, and without acquiring greater rights thereby than if they were still in their second year of service. This formula also implies that there is an obligation on the English Department to function without any staff increase of the CEGEP level and in fact, with a net probable decrease of two due to resignations. Resignations beyond two at the CEGEP level could be replaced with instructors holding M.A.s.

It is also clearly understood that the English Department as a whole will be participating in the CEGEP programme to take up the slack in the university level programme by supplying the additional personnel required at the lower level.

As soon as possible, it would also be in order for the Senate to deal with the whole problem of graduate assistants or instructors on a full or part-time basis, lecturers, etc., including the kind of supervision of their work required in certain cases, and their rights and responsibilities as members of Faculty or otherwise.

The formula I have suggested would enable the department to retain all existing staff for a period of one year, and provide for an upper level staff of approximately 13 to 14 persons for university courses plus the equivalent of from 2 to 3 persons for CEGEP II courses, leaving the equivalent of an additional 3 to 4 persons, more or less, for next years' CEGEP programme. This should be ample to cover all departmental needs, including about one CEGEP section for each university level teacher.

#### (c) General

The next months should be devoted to an intensive effort to re-establish proper communications between the English Department, through the Dean, to the Academic Vice-President and the President. Many meetings will obviously be required and the intervention of third parties on campus, acceptable to both groups, may well be necessary. However, any positive results which can be obtained would be well worth the effort. It is to be hoped that the antagonists in this unfortunate drama may begin to see each other as reasonable human beings, to dialogue with each other, and to arrive at decisions calmly in the overall, long-term interest of fruitful academic endeavour in the College.

(Had Dean Blamar not become ill when he did, it is probable that the problems which arose in December would not have been as serious. The absence of Professor Hooper during a crucial week in December may also have led to the further polarization of the situation, particularly in the English Department, leading to the subsequent escalation of events in late December and January).

It must be borne in mind that the English Department and other departments will very likely have to face further cutbacks for 1971-72, in some cases greater than those in 1970-71, due to the play of similar factors. Some departments, which have been untouched in 1970-71, will likely be involved for the first time. Others that have been affected in 1970-71, or to which reprieves may have been granted by my decisions, will still have to face the same situation, perhaps in more aggravated form, in the following year.

It behooves all concerned to begin discussions of these problems immediately, with the other groups and persons having an interest therein, so that the final decisions may be taken by the Administration at the earliest possible date, and the various faculties and departments may be faced with their responsibilities for implementation well in advance of the calendar deadlines. The fact that a new body for reviewing such recommendations, replacing the old CART insofar as that function is concerned, will presumably be able to deal with these matters should help to prevent a recurrence of the kind of situation which developed in late 1969. The existence of a new *appellate* body, performing that function of the old CART, should make an extraordinary procedure, such as this inquiry, a much less likely eventuality in the future.

Should the necessary efforts not be made in these areas, and should those having responsibilities not exercise them diligently and without extraneous emotional and political motivation and activity, crises may again arise. Such critical situations will create new pressures on the Administration and the Trustees to step into the vacuum that has been created, and to take those actions which they deem necessary. At the same time others may be tempted to go outside the normal structures and procedures, and to use unacceptable political and other methods for achieving their own goals, including the intervention of persons or bodies outside the Loyola community.

The relative health of Loyola may be judged by the extent to which these various kinds of activities can be minimized and controlled, by avoiding extreme reactions to provocation, by seeking to relieve pressures and redress grievances when these arise, by maintaining dialogue and communications at all costs, and by preserving the integrity of the structures and procedures at Loyola. The future of this institution, while far from clear, should not be influenced by disarray and inner conflict within it. If this can be done, it will be a lasting tribute to the maturity and dedication of the members of the Loyola community.

Montreal, March 9, 1970

Perry Meyer  
Enquêteur - Adjudicator